

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**TOWN OF LANTANA**

**AND**

**PALM BEACH COUNTY  
POLICE BENEVOLENT ASSOCIATION**

**OCTOBER 1, 2005**

**THRU**

**SEPTEMBER 30, 2008**

## TABLE OF CONTENTS

Article 1	Preamble	3
Article 2	Recognition	4
Article 3	Savings Clause	5
Article 4	Discrimination	6
Article 5	Dues Check-Off	7
Article 6	Union Business	9
Article 7	Grievance	10
Article 8	Arbitration	11
Article 9	Rules, Regulations, Policies & Procedures	13
Article 10	Vacancies Promotions	14
Article 11	Layoffs	16
Article 12	No Strikes, Picketing, Lockout or Interference With Operations	17
Article 13	Personnel Files	18
Article 14	Working out of Classification	19
Article 15	Seniority	20
Article 16	Discharge	21
Article 17	Access to Premises	22
Article 18	Outside Activities	23
Article 19	Use of Town Property	24
Article 20	Management Rights	25
Article 21	Bulletin Board	28
Article 22	Voting	29
Article 23	Unpaid Leave of Absence	30
Article 24	Holidays	31
Article 25	Annual Leave	32
Article 26	Sick Leave	34
Article 27	Internal Investigations	36
Article 28	Insurance Benefits	37
Article 29	PBA Representatives	38
Article 30	Entire Agreement	39
Article 31	Workweek and Overtime	40
Article 32	Career Development	41
Article 33	Wages	47
Article 34	Longevity Pay	48
Article 35	Duration	49
Appendix "A"		50

**ARTICLE 1  
PREAMBLE**

Section 1

This Agreement is entered into by and between THE TOWN OF LANTANA (hereinafter the Employer or Town) and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter the Union or PBA).

Section 2

This Agreement is primarily intended to promote the interests of the members of the public who are served by the Employer, in having at all times available to them the services on the most efficient and economical basis that may from time to time be practically achievable. It is contemplated that this Agreement will serve the public interest by ensuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the Town's legitimate activities and functions and will accept and execute all lawful instruction given to them; and by defining the Employer's obligations to the union and members of the bargaining unit, thus avoiding disputes due to misunderstandings as well as by providing a procedure for the resolution of any claims that the Agreement has been violated by the Employer.

## **ARTICLE 2 RECOGNITION**

### Section 1

The Town of Lantana hereby recognizes Palm Beach County Police Benevolent Association, Inc. as the exclusive bargaining agent for the employees certified in case no. RC-98-062.

### Section 2

The Town will not be called upon to recognize the Union as agent for any of its employees other than those included in the certified unit mentioned above, in the absence of a new PERC certification. Any dispute as to the individual employee's status as a member or non-member of the bargaining unit will be resolvable through normal PERC procedures, and not through the contractual grievance or arbitration procedure.

## **ARTICLE 3 SAVINGS CLAUSE**

### Section 1

It is understood and agreed that all provisions of this Agreement are subject to, and must yield to, the laws of the State of Florida, as well as all other laws, regulations, enactments and directives having the force of law.

### Section 2

Ordinances of the Town of Lantana, Florida as the single exception to Section 1, shall yield to the provisions of this Agreement, but only in instances where there is a conflict between an ordinance provision and some express provision of this Agreement, and this Agreement shall be interpreted so as to avoid such conflict whenever such an interpretation is reasonably possible.

### Section 3

All Town ordinances, enactments, directives, rules and regulations currently in existence and not in conflict with a term or provision of this Agreement are recognized and approved.

### Section 4

If any provision of this Agreement, or part of a provision, shall be declared or rendered null, void or invalid through court action or by reason of legislation, the Agreement shall otherwise remain in full force and effect.

## **ARTICLE 4 DISCRIMINATION**

### Section 1

The parties hereto agree, jointly and severally, to abide by all valid laws, State or Federal, concerning employment discrimination. With respect to Union membership or activities, both parties will respect the right of the employees, meaning that the unit employees are free to join the Union and participate in its activities if they want to, and they are also free as individuals to reject Union membership and to refuse to support the Union or pay dues to it, without being subjected to any kind of harassment in compliance with Florida Statute, Section 447.301.

### Section 2

The Town and the Union oppose discrimination on the basis of age, race, color, national origin, sex, disability, marital status, veteran's status, age or religion. However, the parties also recognize that the Town has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida, and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

## **ARTICLE 5 DUES CHECK-OFF**

### Section 1

Subject to the restrictions set forth in Section 447.301, Florida Statutes, the Employer agrees to deduct from the pay of employees in the bargaining unit who authorize such deduction by way of a written wage assignment, properly written, executed and delivered to the Employer, and to transmit to the Union the amount of Union dues and assessments which are uniformly charged by the Union to all members in the unit.

### Section 2

The Town shall deduct a specific amount for dues from each paycheck. If the employee involved has insufficient pay coming to him with respect to that pay period to cover the full amount of dues and/or assessments charged, the Town shall have no obligation.

### Section 3

The Town shall not, in any circumstances, be required to deduct more than one month's dues or assessments from the pay of any employee with respect to any calendar month. There shall be no obligation to make deductions in order to pay dues or assessments in arrears, even if the arrears are due to past honest error on the Town's part.

### Section 4

The Union agrees to indemnify the Town, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the Town's compliance or efforts to comply with this Article.

### Section 5

It shall be the Union's obligation to keep the Town at all times informed, by certification of a responsible official of the Union, of the amount of uniform dues and/or assessments deductible from employees' pay, and the Town will accept such certification and be entitled to rely upon its accuracy.

## Section 6

The Town's monthly transmission to the Union of dues and assessments money will be accompanied by a list of the names of employees affected and the amount transmitted with regard to each, based on authorizations which continue in effect and are in the Employer's file.

## Section 7

The Town will not deduct or transmit to the Union at any time any monies representing fines, penalties or special assessments.

## Section 8

The obligation to commence making deductions on account of any particular authorization shall become effective with respect to the calendar month following the month in which the authorization is received by the Town.

**ARTICLE 6  
UNION BUSINESS**

The Town will consider requests from Union representatives for time off to engage in Union business or activity, on an individual basis, always considering that the needs of the Town come first. Time off granted for such purposes shall be without pay and the Town's judgment as to its operating needs at any time shall prevail.

## **ARTICLE 7 GRIEVANCE**

A grievance under this contract is any dispute, claim, or complaint concerning the interpretation or application of the terms of this Agreement. Every effort will be made by the parties to settle all grievances as soon as possible. Time limits set forth shall be strictly complied with, and can only be waived by mutual agreement of the parties in writing.

Step 1: All grievances shall first be taken up with the Division Commander, in writing, within three (3) working days after the grievance is alleged to have occurred. The written grievance shall state the nature of the grievance, the act or acts complained of and when the act or acts occurred, the identity of the employee or employees who claim to be aggrieved, provisions of the Agreement claimed to have been violated, and the remedies sought. The Division Commander shall provide an answer in writing within five (5) working days. Failure of the Division Commander to respond shall be considered denial of the grievance.

Step 2: Any grievance which cannot be satisfactorily settled in Step 1 shall be taken up with the Chief. Such grievance shall be presented in writing to the Chief within five (5) working days after receipt of the response from the Division Commander. The Chief will then render his decision on the grievance in writing with a copy to the Union within five (5) working days. Failure of the Chief to respond shall be considered a denial of the grievance.

Step 3: Any grievance, other than one involving either a performance evaluation and/or a verbal counseling or memorandum of counseling, which cannot be satisfactorily settled in Step 2 shall be taken up with the Town Manager. Such grievance shall be presented in writing to the Town Manager within five (5) working days after receipt of the response from the Chief. The Town Manager will then render his decision on the grievance in writing with a copy to the Union within five (5) working days. Failure of the Town Manager to respond shall be considered a denial of the grievance.

## **ARTICLE 8 ARBITRATION**

### Section 1

If the parties hereunder are unable to reach a settlement of the grievance using the procedures outlined above, either party may submit the matter to arbitration by sending to the other party by Certified mail within five (5) days after receipt of the decision of the Town Manager as set forth above, a demand for arbitration. Only grievances which have been filed in writing and processed in the manner and within the time limits set forth in Article 7 shall be subject to arbitration.

### Section 2

After a demand for arbitration has been made, either party may apply to the FMCS for a list of seven (7) qualified arbitrators, and from this list one shall be selected by process of elimination. The parties shall strike names from the list alternately. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

### Section 3

The arbitrator shall have no power to add to or subtract from or modify in any way any of the terms of this Agreement; nor shall the arbitrator have jurisdiction in any case submitted to arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the rights of the Town secured by Article 20. Any decision of the arbitrator must be based upon competent, substantial evidence. The arbitrator shall not have the authority to hear any matter unless the time limits set forth in the Grievance and Arbitration procedures are complied with. Time limits may only be extended in writing signed by both parties.

### Section 4

The award of the arbitrator shall be final and binding on both parties.

### Section 5

In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is remedial, and under no circumstances shall an employee be made more than whole or receive back pay for a period prior to the date the grievance was first filed in writing and furthermore, no award for back pay shall exceed the amount of wages the employee would have earned at his regular rate less any unemployment he received while not working for the Employer, and less any earnings received from other employers during the period of suspension or discharge.

## Section 6

The cost of the arbitration shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation. Arbitration proceedings shall be reported by an official court reporter at the request of either party, with the cost of the reporter and the arbitrator's copy of the transcript to be considered a part of the arbitrator's expenses.

## Section 7

When a panel is received from the FMCS pursuant to Section (b), either party may reject one complete list of arbitrators.

## Section 8

Upon request of either party, the arbitrator shall rule upon the arbitrability of a grievance, including the timeliness of the grievance and the request for arbitration, before hearing evidence on the merits. If a lawsuit to stay or avoid arbitration has been filed, the arbitration shall not commence prior to disposition in favor of arbitration in the trial court.

**ARTICLE 9**  
**RULES, REGULATIONS, POLICIES & PROCEDURES**

Section 1

The Town retains its right to make and enforce all reasonable rules and regulations concerning all aspects of the employment relationship, so long as such rules or regulations do not conflict with some express provision of this Agreement.

Section 2

The Town retains the right to make the final decision on promulgation and implementation of any rules or regulations. However, written rules and regulations will be kept up to date and copies of any changes will be posted within one (1) week of the change.

## **ARTICLE 10 VACANCIES PROMOTIONS**

### Section 1

In the filling of vacancies which may from time to time occur within the bargaining unit, the Employer will be under no obligations with reference to the initial hiring of employees.

### Section 2

Openings in the positions of Sergeant will be posted for a period of thirty (30) days, at which time the posting will be closed. The posting will include a current job description for the available position(s).

### Section 3

The testing process will be structured as a validated assessment center including practical and written exercises. Study and reference materials will be provided to candidates prior to testing. A candidate orientation meeting will be held prior to testing to familiarize candidates with the various aspects of the process.

### Section 4

For any candidate to obtain placement on the promotional eligibility list he/she must have achieved an overall score of at least 60. The top three candidates will be interviewed by the Chief of Police. The Chief will select a candidate from the three finalists. If there are less than three finalists, the Chief may select a candidate for promotion or retest. Current employees who are promoted will serve a one-year probationary period. If the employee does not successfully complete the probationary period, he/she will be returned to their prior position.

### Section 5

At the time of promotion the Sergeant will move from his/her Officer career development step to the Sergeant career development step that is not less than a 10% increase in pay.

## **ARTICLE 11 LAYOFFS**

### Section 1

In the event of a reduction in force the Employer will consider a number of relevant factors in determining selections for layoff, the public interest being of prime importance. Factors to be considered include:

- (a) training and experience, including certifications;
- (b) disciplinary record; and
- (c) seniority.

As between two employees, if one and two above are relatively equal, then seniority shall prevail.

### Section 2

Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the Town until all laid off members of the bargaining unit are offered recall.

**ARTICLE 12**  
**NO STRIKES, PICKETING, LOCKOUT OR**  
**INTERFERENCE WITH OPERATIONS**

Section 1

The Union does not assert and will not assert or advocate any right of unit employees to strike or otherwise hinder the Employer's operations, and agrees that such action should be discouraged by strong contract language.

Section 2

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sympathy strike, cessation, or stoppage or interruption of work, or other interference with the operation of the Employer, or ratify, condone or lend support to any such conduct or action, during the term of this Agreement.

Section 3

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sympathy strike, cessation or stoppage or interruption of work, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall in good faith:

- (a) disavow such action by the employees;
- (b) advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;

**ARTICLE 13  
PERSONNEL FILES**

All employees covered by this Agreement shall have access to their individual personnel files by prior appointment with the Town Clerk. All items contained in such a file shall be available for review.

**ARTICLE 14**  
**WORKING OUT OF CLASSIFICATION**

An employee who is required to accept the responsibilities and carry out the duties of a position or rank above that which he is normally assigned, shall receive a five percent (5%) increment to base pay for any complete shift worked.

## **ARTICLE 15 SENIORITY**

### Section 1

Seniority is defined as the total length of continuous service with the Town, computed from the date of last hire.

### Section 2

Probationary Period - New employees and those hired after a break in service shall, for the first twelve (12) months, be regarded as probationary employees. Employees remaining in the employ of the Employer after the first twelve (12) months will receive seniority from the date of most recent hiring.

### Section 3

Termination of Seniority - All Seniority shall terminate if an employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) is laid off for a period of time exceeding his length of continuous service at the time of layoff, up to a maximum of six (6) months;
- (d) fails to report to work within three (3) calendar days after due notice by the Employer; by certified mail, to the employee's last known address to return from layoff;
- (e) is absent for one (1) working day without permission, or without notice to the Employer;
- (f) retires;
- (g) is unable to return to work for a period of one (1) year due to injury or illness.

## **ARTICLE 16 DISCHARGE**

### **Section 1**

During the first twelve (12) months of their employment with the Town, all employees are considered to be probationary, meaning in part that they are subject to discipline, up to and including dismissal, without recourse to the grievance procedure.

### **Section 2**

The following list of causes which shall be deemed just reasons for severance of the employment relationship is illustrative but not exclusive:

- (a) drinking (except with Department approval) or being under the influence of intoxicants, narcotics, controlled substances or hallucinogens during duty hours;
- (b) lying in the course of an official investigation;
- (c) gross insubordination;
- (d) habitual tardiness or absenteeism;

**ARTICLE 17**  
**ACCESS TO PREMISES**

The Union and its representatives, attorneys, agents and persons acting in its behalf shall have access to the Employer's premises and work locations and property, real and personal, on the same basis and subject to the same rules, policies and limitations as are members of the general public. However, in an emergency situation as declared by the Town Manager, or a civil defense authority, no visitation will be allowed.

**ARTICLE 18**  
**OUTSIDE ACTIVITIES**

Employees accepting employment with any other employer while employed by the Town shall do so only so long as the employment is not a conflict of interest. In such instances, the employee's primary obligation shall continue to be to the Town, and the employee shall arrange their affairs accordingly. Before engaging in any outside employment, the employee must attain written permission from the Chief.

**ARTICLE 19**  
**USE OF TOWN PROPERTY**

The Union and its employee representatives are strictly forbidden, under any circumstances, from using any Employer-owned equipment for Union purposes, including but not limited to the use of two-way radios to announce meetings, etc., use of reproduction equipment and computers without express approval of the Chief or his designee.

## **ARTICLE 20 MANAGEMENT RIGHTS**

### Section 1

The PBA recognizes that it is the function of management to determine and direct the policies and mode and method of providing its services without any interference in the management and conduct of the Town's operation on the part of the PBA or any of its Representatives.

### Section 2

The Town shall continue to exercise the exclusive right to take any action, not in conflict with provisions of this Agreement, it deems necessary or appropriate in the management of its operations and the direction of its work force. The Town expressly reserves all rights, power and authority customarily exercised by management, which the Town has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the Town to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the Town's right to alter, re-arrange, or change, extend, limit or curtail its operation or any part thereof unless specifically addressed in this Agreement. Without limiting the provisions of Section 1 and 2 hereof, but in order to clarify some of the more important unilateral rights retained by management, the Town shall have the following unilateral management rights, unless such rights are specifically limited and in direct conflict with this Agreement.

- (a) to determine the size and composition of the work force, including the number and composition of employees assigned to any particular operation, shift or turn;
- (b) to determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
- (c) to hire, rehire, promote, lay off and recall employees;
- (d) to reward or reprimand, discharge or otherwise discipline an employee for just cause and reasonable cause;
- (e) to evaluate, maintain, and/or improve the efficiency of employees;
- (f) to create, abolish, or change job classifications and to determine job content and minimum classifications, and amount and type of work to be performed;
- (g) to determine the assignment of work, and to schedule the hours and

days to be worked on each job and each shift unless contrary to a specific provision of the Agreement;

- (h) to discontinue, temporarily or permanently, in whole or part, its operations, and to transfer or assign all or any part of its operation to new facilities;
- (i) to require an employee, at the Town's expense, to take a physical examination on an annual basis or more frequently if the Town has cause to believe there is a health problem. The Department will also conduct an annual minimum Physical Abilities Test (PAT).
- (j) to determine the location, method, means, and personnel by which operations are to be conducted, including the right to contract and sub-contract existing and future work;
- (k) to make or change rules, policies and practices, not in direct conflict with any provision of this Agreement;
- (l) to determine work schedules, work cycles, starting and quitting times and the number of hours and shifts to be worked unless contrary to a specific provision of this Agreement;
- (m) to introduce new, different or improved methods, means and processes of conducting the operations, transportation, maintenance and service of the Town;
- (n) to determine the qualifications for positions in the Town;
- (o) to determine the work to be performed during the employee's regular work day and require that all work be performed in a satisfactory and workman-like manner; and
- (p) to assign overtime work in accordance with provisions of this Agreement.

### Section 3

The Town reserves and retains in full and completely all managers rights, prerogatives and privileges to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such right, prerogatives and privileges, or the effect of such decisions.

### Section 4

The Town's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Town from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### Section 5

The Town, subject to State law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.

#### Section 6

If, in the sole discretion of the Town, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other weather conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency.

#### Section 7

It is agreed that every incidental duty connected with operations, enumerated in job descriptions, is not always comprehensive and the employees, at the discretion of the Town may be required to perform duties not within their specific job descriptions as related to the objectives and mission of the employee's particular Department.

**ARTICLE 21  
BULLETIN BOARD**

The PBA will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of the PBA and a copy given to the Chief. The Town agrees to furnish space for the bulletin board.

Bulletins shall contain nothing derogatory relating to the Town, its elected officials or supervisory personnel. Aside from a notice from the PBA advising its members that political screenings will be held at a set time in the future, no political notices, of any kind, including announcements, shall be posted.

**ARTICLE 22**  
**VOTING**

During a primary, general, or special election, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open one hour before or one hour after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

**ARTICLE 23**  
**UNPAID LEAVE OF ABSENCE**

The Town may grant unpaid leave of absence for personal reasons for a period of up to six (6) months, under the following guidelines:

- (a) the reason for the requested leave must be justified and not misrepresented;
- (b) the leave must not conflict with the needs of the Department;
- (c) the employee is responsible for making the arrangements for continuing his insurance payments;
- (d) all personal leaves of absence must be approved by the Department Head and the Town Manager;
- (e) no vacation leave or sick leave credits will accrue while an employee is on leave of absence;
- (f) if an employee who is on leave of absence and obtains employment elsewhere or does not return to work on the stated date, his position with the Town will be automatically forfeited; and
- (g) employees must request and obtain written approval for extension of the leave prior to the expiration of such leave.

## **ARTICLE 24 HOLIDAYS**

### **Section 1**

Days listed below are designated as official Town holidays:

New Year's Day  
Memorial Day  
Labor Day  
President's Day  
Personal Day  
Martin Luther King  
Veteran's Day  
Independence Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Day

### **Section 2**

The Town Council sets holidays and determines when they will be observed. If a holiday falls on Saturday, it may be observed on the previous day, Friday. If it falls on a Sunday, it may be observed the following day, Monday. Holidays will be regarded as eight (8) hours.

### **Section 3**

Employees who are required to work on an official Town holiday will receive their regular pay plus holiday pay at their regular rate for eight hours. Holiday time will count as hours worked by the employee.

### **Section 4**

All employees who are not required to work (including those on scheduled days off) will receive their regular rate of pay for eight (8) hours, provided that this payment shall not apply in cases of unauthorized absence or unauthorized use of sick leave on either or both of the employee's last scheduled day before the holiday and/or his/her first scheduled work day after the holiday.

**ARTICLE 25  
ANNUAL LEAVE**

Section 1

Annual leave (vacation leave) shall be accrued on a per hour basis and will be consistent with the leave schedule provided herein. Annual leave accruals will occur when an employee is paid for actual hours worked, paid sick leave, and/or paid annual leave, up to a maximum of forty (40) paid hours per week. Employees shall accrue annual leave on the following per hour basis:

<u>Years of Service</u>	<u>Hours Accrued Per Hours Worked</u>	<u>8 Hour Days Equivalent</u>
1-5	.0385	10
6-8	.0462	12
9-15	.0577	15
16 or more	.0770	20

Section 2

Annual leave must be scheduled and approved by the employee's supervisor prior to the leave taking place. All annual leave will be approved based upon operational considerations of the department of which the employee is assigned, as well as overall Town operational considerations.

The Town reserves the right to cancel any approved annual leave when it is deemed in the Town's best interest.

Section 3

Annual leave shall be cumulative and employees shall be paid for accrued annual leave remaining at the time of separation of their employment limited to a maximum of 500 hours. The employee must serve at least 90 days in order to qualify for compensation.

Section 4

Vacation leave for new employees will begin to accrue from the first month of employment. However, new employees will not be eligible to take accrued vacation leave until they have been in the employ of the Town for one (1) consecutive year, unless authorized by the Town Manager.

### Section 5

Any unauthorized absence will be without pay and the employee may be subject to disciplinary action up to and including discharge.

### Section 6

Employees who request vacation need not give advance notice. All requests are subject to supervisory approval.

### Section 7

Vacation reservations shall be confirmed by the Police Chief within a reasonable time after December 31, and conflicts between members of the same rank shall be resolved in favor of officers with the greatest time in rank. Nothing in this agreement shall be interpreted to mean that the Police Chief cannot refuse vacation leave requests which, if granted, would jeopardize the safety of any persons or any property.

### Section 8

City buy back provision in accordance with Town Personnel Policy (6-1, j).

## **ARTICLE 26 SICK LEAVE**

### Section 1

The Town of Lantana provides sick leave so that economic security will be available to an employee. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but rather as a privilege which shall be allowed only in cases of personal sickness or disability (disability includes an absence due to incapacitation related to injury, scheduled medical treatment, pregnancy, childbirth, or related medical conditions), and subject only to limitations of employees' accumulation of accrued sick leave. Sick leave may be utilized whenever an employee or a member of their immediate family (spouse or dependent children who live with the employee) are ill.

This sick leave benefit is available for bona fide illness or disability. An employee will become eligible for sick leave benefits upon completion of ninety (90) consecutive days of employment with the Town provided that the employee is not a part-time employee. Upon becoming eligible, the employee's sick leave will accrue from the date of employment. An employee requesting sick leave due to scheduled medical treatment, pregnancy, childbirth, or related medical conditions should report his/her condition to the Chief as soon as practical, and in the case of known pregnancy by the sixth month of the pregnancy. Such notification shall include a written statement from a physician specifying the approximate date of birth and/or medical treatment and expected date of return. The Town may request a doctor's certification of illness or disability when, in the sole discretion of the Town, it is necessary. No further notice is necessary of the Town's right to require a doctor's certificate. Abuse of sick leave privileges may result in disciplinary action up to and including dismissal (sick leave abuse shall be handled in accordance with current Town policy).

### Section 2

Sick leave will be accrued at the rate of .0462 hours for each hour paid up to forty (40) paid hours per week, (1 - 8 hour day per month, or equivalent thereof). Paid hours will comprise of hours paid for actual work, paid sick leave, and/or paid annual leave. Employees may accumulate sick leave indefinitely, however, in utilizing the sick leave payout benefit upon separation as provided herein, a maximum of 500 hours is established.

### Section 3

An employee upon separation shall receive a payout of accrued sick leave based upon the three categories enumerated below. This payout is, however, limited to 500 hours. The employee must serve at least one year in order to qualify for compensation.

- (a) If any employee has 70 percent or more of accrued sick leave he/she

would have been entitled to had they not used sick leave remaining at the time of separation, the employee will be entitled to payment of 60 percent of the accrued sick leave remaining subject to the maximum payout.

- (b) Any employee having between 31 percent and 69 percent of the accrued sick leave he/she would have been entitled to had they not used sick leave remaining at the time of separation, the employee will be entitled to payment for 33 1/3 percent of the accrued sick leave remaining subject to the maximum payout.
- (c) If any employee has 30 percent or less of accrued sick leave he/she would have been entitled to had they not used sick leave at the time of separation, the employee will be entitled to payment for 20 percent of the accrued sick leave remaining subject to the maximum payout.

#### Section 4

City buy back provision will be in accordance with Town Personnel Policy Chapter 6-2 e and f.

Non-probationary employees shall be permitted to convert to payment up to 40 hours or the equivalent of accrued sick leave to the Town by so declaring on December 1 of each year in accordance with the procedures promulgated by the Town Manager. An employee's ability to convert sick hours shall be reduced by the number of sick hours taken between December 1 and November 30 of the year in which the activity takes place. Employees utilizing this plan will have their calculation accruals required under 6-2(c) adjusted so as to not penalize them at time of separation.

Non-probationary employees shall be permitted to transfer a maximum of 40 hours or the equivalent of accrued sick leave to their vacation leave accrual by so declaring on December 1 of each year in accordance with procedures promulgated by the Town Manager.

Employees utilizing this plan will have their calculations adjusted so as to not penalize them at time of separation.

#### Section 5

Bereavement leave will be a total of three (3) days if the employee has to travel a distance less than 300 miles and five (5) days if the employee has to travel a distance of greater than 300 miles.

**ARTICLE 27**  
**INTERNAL INVESTIGATIONS**

Section 1

The Town will comply with the Provision of the Police Officers Bill of Rights.

Section 2

The results of any internal affairs investigation will be maintained in the employee's personnel file. Internal affairs records will be retained in accordance with State of Florida records retention laws and guidelines.

**ARTICLE 28**  
**INSURANCE BENEFITS**

The unit employees will continue to enjoy the same insurance benefits as other Town employees. These benefits, coverage levels, deductions, etc. may be changed by the Town upon thirty (30) days notice to the PBA.

**ARTICLE 29  
PBA REPRESENTATIVES**

Section 1

Bargaining unit members, up to a maximum of two (2) employees in any one instance, shall be permitted to use time from the Employee Organization Time Pool for the purpose of conducting PBA business.

Section 2

An Employee Organization Time Pool shall be established on the basis of each bargaining unit member contributing four (4) straight hours of annual leave to the pool on an annual basis. Said four (4) hours will be deducted from each bargaining unit member's time card in the second pay period of October and thereafter placed in the Employee Organization Time Pool.

Section 3

The Employee Organization Time Pool will be charged for all hours during which an elected or appointed PBA official is on an on-duty release for the conduct of the PBA.

Section 4

All requests for the use of the Employee Organization Time Pool shall be submitted by the President of the Association or his/her designate to the Chief of Police or his authorized designate at least three (3) calendar days in advance of the requested time off. However, this shall not preclude management from granting leave with less than (3) days notice.

Section 5

At the sole discretion of the Chief of Police, said use of Employee Organization Time Pool may be denied if the absence of PBA officials creates insufficient manpower to maintain the efficiency of operations within the Police Department.

Section 6

Bargaining unit members, up to a maximum of two (2) shall be permitted to attend negotiations on an on-duty status and be paid from the Employee Organization Time Pool.

**ARTICLE 30  
ENTIRE AGREEMENT**

Section 1

The Parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2

Therefore, the Town and the PBA, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement.

Section 3

No language in this Agreement shall preclude the parties from mutually agreeing in writing to re-open any of the provisions covered by this contract.

## **ARTICLE 31 WORKWEEK AND OVERTIME**

### Section 1

Employees will work seven (7) twelve (12) hour shifts with a fourteen (14) day FLSA cycle. Overtime, at time and one half the regular hourly rate, will be paid for all hours in excess of eighty-four (84) hours in a fourteen (14) day cycle. The cycle begins at 0/00 hours on Sunday and ends at 2400 hours on Saturday two weeks thereafter.

### Section 2

The employer reserves the right to modify work cycles and/or shifts, provided the Union is given fourteen (14) days notice, within the FLSA guidelines.

### Section 3

Vacation time, holiday time, and compensatory time shall be treated as time worked for the purpose of computing overtime.

### Section 4

The Town will make reasonable efforts to distribute overtime equitably. It is understood that overtime may be assigned on a mandatory basis.

### Section 5

Employees may voluntarily accrue up to a maximum of forty-eight (48) hours of compensatory time. At the discretion of the Chief of Police or his designee, employees may accrue up to eighty (80) hours of compensatory time, provided that all hours accrued in excess of forty-eight (48) are to be used for education or training. At the discretion of the Chief of Police, or his designee, the decision to allow the accrual of additional compensatory hours may be withdrawn.

### Section 6

An employee who is required to appear in court or at a deposition during a time that is not on or contiguous to his/her regular assigned shift shall be compensated at the overtime rate for a minimum of three (3) hours. Any subpoena fees shall be returnable to the Town of Lantana.

Section 7

An employee who is called back to work prior to the start of his/her next regularly scheduled shift shall receive a minimum of two (2) hours work at the overtime rate.

Section 8

Holiday time will count as hours worked by the employee. (See Article 24 herein).

**ARTICLE 32  
CAREER DEVELOPMENT**

Section 1 - Policy

It shall be the policy of the department to recognize the good conduct and educational advancement of sworn employees.

Section 2 – Procedure

A step pay plan will be utilized where each advancement is clearly defined and the corresponding increase percentage in pay is noted. The step plan is cumulative, each step criteria must be met before further progression can be accomplished.

- |               |  |
|---------------|--|
| <b>Step 1</b> | Current base salary for sworn officers with less than a two year associate degree or less than two years of law enforcement experience |
| <b>Step 2</b> | Pay for sworn employees with an associate degree or two-year law enforcement experience<br><br>+ 2.5% over base <sup>1</sup>           |
| <b>Step 3</b> | Pay for sworn employees or new hires with a bachelors degree or four years law enforcement experience<br><br>+ 5% over base            |
| <b>Step 4</b> | Pay for sworn employees or new hires with six (6) years law enforcement experience or  |

Sworn current employees who meet the following criteria:

1. At least two years continuous service
2. Less than 25% accrued sick time usage<sup>2</sup> in past year
3. No instructional memoranda or written reprimands placed in personnel file in past year
4. Acceptable or higher in the performance appraisal categories of Work Effort, Initiative, Quality of Work, Problem Solving and Community

---

<sup>1</sup> “Base” is the starting pay for an officer with less than 2 years experience and no college degree.

<sup>2</sup> Total Sick Time will be calculated by taking what is in sick bank and adding what was used during the previous year. If the total sick hours used is less than twenty-five percent (25%) of the sick leave accrued on the date of application, the employee is qualified to receive the applicable step pay.

Involvement and an overall acceptable performance appraisal. In addition, Supervisors must be rated acceptable or higher in Administrative Ability, Supervisory Ability, Leadership Ability

Academic Achievement:

1. 20 credit hours college courses with a GPA of 2.0 or better or
2. 200 hours of approved law enforcement training – successfully completed

Required course: one of the following

1. Radar Operator
2. Narcotics Identification
3. Crime Scene
4. Investigative Interview

+ 5% over step 4

**Step 5** Pay for sworn employees or new hires with ten (10) or more years of law enforcement experience or

Sworn current employees who meet the following criteria:

1. At least three years of continuous service
2. Less than 25% accrued sick time usage in the past year
3. No instructional memoranda or written reprimands placed in personnel file in past year
4. Acceptable or higher in the performance appraisal categories of Work Effort, Initiative, Quality of Work, Problem Solving and Community Involvement and an overall acceptable performance appraisal. In addition, Supervisors must be rated acceptable or higher in Administrative Ability, Supervisory Ability, Leadership Ability

Academic Achievement

1. 40 credit hours college courses with a GPA of 2.0 or better, or
2. 400 hours of approved law enforcement training successfully completed

Required Courses:

1. Advanced Report Writing or accredited level English Composition or Written course
2. Field Training Officer or documented and professionally recognized training experience in at least one law enforcement training

+5% over Step 4

**Step 6** Pay for sworn employees or new hires with fifteen (15) years law enforcement experience or Sworn current employees must meet the following criteria:

1. At least five years continuous service
2. Less than 25% accrued sick time usage in past year
3. No instructional memoranda or written reprimands placed in personnel file in past year
4. Acceptable or higher in the performance appraisal categories of Work Effort, Initiative, Quality of Work, Problem Solving and Community Involvement and an overall acceptable performance appraisal. In addition, Supervisors must be rated acceptable or higher in Administrative Ability, Supervisory Ability, Leadership Ability

Academic achievement:

1. Completion of associate degree, or
2. 600 hours of approved law enforcement training successfully completed

Required Courses:

1. Two (2) specialized courses in the area of criminal investigations, crime scene, DARE, GREAT, instructor techniques, advanced traffic crash investigations, community policing, supervision or management.

+ 5% over Step 5

**Step 7** Sworn employees must meet the following criteria:

Seven years continuous service, or 18 years total experience with 3 years continuous at this department and

1. Less than 25% accrued sick leave usage in past year
2. No instructional memoranda or written reprimands placed in personnel file in past year
3. Acceptable or higher in the performance appraisal categories of Work Effort, Initiative, Quality of Work, Problem Solving and Community Involvement and an overall acceptable performance appraisal. In addition, Supervisors must be rated acceptable or

higher in Administrative Ability, Supervisory Ability, Leadership Ability

Academic achievement

1. 80 credit hours college courses with a GPA of 2.0 or better, or
2. 800 hours of approved law enforcement training successfully completed

Required courses:

1. Line Supervision or professionally recognized and/or accredited supervisory or management course(s) of at least 80 hours, 6 credit hours or 8 C.E.U.
2. One (1) additional specialized courses in the area of investigations, crime scene, DARE, GREAT, instructor techniques, advanced traffic crash investigations, community policing, supervision.

+5% over Step 6

**Step 8** Sworn employees must meet the following criteria:

At least nine (9) years continuous services, or 20 years total experience with 5 years continuous with this department and

1. Less than 25% accrued sick time usage in past year
2. No instructional memoranda or written reprimands placed in personnel file in past year
3. Acceptable or higher in the performance appraisal categories of Work Effort, Initiative, Quality of Work, Problem Solving and Community Involvement and an overall acceptable performance appraisal. In addition, Supervisors must be rated acceptable or higher in Administrative Ability, Supervisory Ability, Leadership Ability

Academic achievement:

1. Completion of Bachelors degree, or
2. 1000 hours of approved law enforcement training successfully completed

Required courses:

1. Middle Management or professionally recognized and/or accredited supervisory or management course(s) of at least 80 hours, 6 credit hours or 8 C.E.U.
2. Two (2) additional specialized courses in the area of investigations, crime scene, DARE, instructor techniques, advanced traffic crash investigations, community policing, supervision

+5% over Step 7

**Step 9** Sworn employees must meet the following criteria:

At least 11 years of continuous service, or 25 years total experience with 10 years continuous service with this department and

1. Less than 25% accrued sick time usage
2. No instructional memoranda or written reprimands placed in personnel file in past year
3. Acceptable or higher in the performance appraisal categories of Work Effort, Initiative, Quality of Work, Problem Solving and Community Involvement and an overall acceptable performance appraisal. In addition, Supervisors must be rated acceptable or higher in Administrative Ability, Supervisory Ability, Leadership Ability

Academic achievement:

1. Completion of Masters Degree, or 1200 hours of approved law enforcement training

+5% over Step 8

**Step 10** Sworn employees must meet the following criteria:

At least 15 years of continuous service, or 25 years total experience with 10 years continuous service with this department and

1. Less than 25% accrued sick time usage
2. No instructional memoranda or written reprimands placed in personnel file in past year
3. Acceptable or higher in the performance appraisal categories of Work Effort, Initiative, Quality of Work, Problem Solving and Community Involvement and an overall acceptable performance

appraisal. In addition, Supervisors must be rated acceptable or higher in Administrative Ability, Supervisory Ability, Leadership Ability

Academic achievement:

1. Completion of Masters Degree, or 1500 hours of approved law enforcement training

+5% over Step 9

Approved law enforcement training are classes approved by and enrolled through the department. This excludes training done within the department, i.c. in-service and academic credits. Courses taken by an officer prior to employment will be evaluated by the department.

Hours for college courses and approved law enforcement training hours are cumulative for each step.

All college courses must be approved by the Chief of Police. All Continuing Education courses must be approved by the respective Division Commander.

All documentation for salary step increases must be supplied by the officer. A memorandum requesting salary increase must be submitted through the chain of command. Salary increases will be adjusted after the employee's anniversary date upon verification of the officer meeting the criteria.

Participation in the program is voluntary.

4. Sworn officers may advance one (1) step per calendar year beginning after Step

### Section 3

The department recognizes that Florida Department of Law Enforcement (FDLE) approves law enforcement training courses in the State of Florida. FDLE also periodically reviews and changes criteria of certain courses within its control.

It is the intention of the department to recognize any FDLE courses, regardless of whether the course has been changed, discontinued or substituted during any period of time in which the FDLE approved a course.

In addition, it is the intention of the department to consider other professional organizations or accredited teaching facilities for qualification under this program.

The department training coordinator will evaluate the courses submitted to determine content. The submitting officer is responsible to provide supporting documents for course taken at other than FDLE recognized institutions or any other submitted material for review and approval.

**ARTICLE 33  
WAGES**

All bargaining unit employees shall receive a three percent (3%) increase to base pay effective October 1, 2005, October 1, 2006, and October 1, 2007.

**ARTICLE 34  
LONGEVITY PAY**

During the term of this agreement, employees shall receive longevity pay in accordance with Appendix "A." Employees hired after October 1, 2005 will not receive longevity pay.

**ARTICLE 35  
DURATION**


This agreement shall become effective on October 1, 2005 and shall continue in full force and be effective until midnight on September 30, 2008. Each party shall have the right to reopen Article 33 (Wages) and/or two (2) other articles for the 2006/2007 fiscal year and the 2007/2008 fiscal year. Both parties must notify each other of their intentions to open the aforementioned articles no later than July 1st of the fiscal year in question.

**FOR THE PBA**

  
Ernest W. George, President

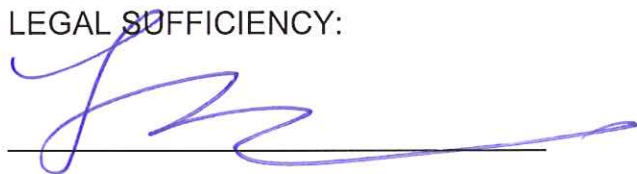
  
Chris Decker, PBA Representative

**FOR THE TOWN OF LANTANA**

  
David J. Stewart, Mayor

  
Darla Levy, Town Clerk

REVIEWED AS TO FORM AND  
LEGAL SUFFICIENCY:



## APPENDIX "A"

### LONGEVITY BONUS

The longevity bonus is earned after three (3) full years of service.

1. \$100 per year of service after three (3) full years with no limit, for example:
  - 5 years service= \$ 500
  - 12 years service= \$ 1,200
  - 17 years service= \$ 1,700
  - 33 years service= \$ 3,300
2. Paid by the 3<sup>rd</sup> Friday of the month following the employee's anniversary date.
3.
  - a. Credit for a break in service will be given for full year totals.
  - b. Longevity eligibility shall be computed on the anniversary date of the employee's latest hire date. If the employee has more than three (3) years service, including prior interrupted service, then a longevity bonus will be paid.
  - c. Prior service will be included for full years of service only. It will be computed from hire date to termination date. A minimum of 12 months is required to count as one (1) year. The employee must be employed on the anniversary date to receive the bonus. The amount is not accrued but is due and owing only on the anniversary date.