

AGREEMENT  
BETWEEN  
PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION  
AND  
VILLAGE OF TEQUESTA

COLLECTIVE BARGAINING AGREEMENT

2007 - 2010

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## **PREAMBLE**

This Agreement is entered into between the Village of Tequesta, Florida, ("Village"), and the Palm Beach County Police Benevolent Association, hereinafter referred to as the "P.B.A.", for the purpose of promoting harmonious relations between the Village and the bargaining unit represented by the P.B.A., hereinafter referred to as "members" or "employees", to establish an orderly and peaceful procedure for settling differences which might arise and to set forth the basis and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

**ARTICLE 1**  
**RECOGNITION**

**Section 1**

The Village recognizes the Palm Beach County Police Benevolent Association (“PBA”) as the certified bargaining agent for all employees in the exclusive bargaining representative, as defined in Chapter 447, Florida Statutes, as amended, for full-time employees employed in the Unit defined by the Public Employees Relations Commission, in Certification No. 1615.

**Section 2**

The bargaining unit represented by the P.B.A. under this Agreement shall include: All certified sworn employees of the Police Department within the ranks of police officer and sergeant.

Excluded from the bargaining unit shall be all non-sworn employees of the Police Department, the Chief of Police, the Assistant Chief of Police, and lieutenants.

Excluded from the bargaining unit for purposes of wages, hours, and terms and conditions of employment are all part-time officers, auxiliary, and reserve officers.

**ARTICLE 2**  
**REPRESENTATIVES OF PARTIES**  
**FOR BARGAINING PURPOSES**

**Section 1:**

The Village agrees that during the term of this Agreement it will deal only with the authorized representatives of the PBA in all matters involving wages, hours, and terms and conditions of employment or other official action called for by the Agreement.

**Section 2:**

The PBA likewise agrees that during the term of this Agreement, and except as otherwise provided in Chapter 447, Part II, Florida Statutes, the PBA, its representatives, and constituents will deal only with the Village Manager or his designated representatives initially in matters involving wages, hours, and terms and conditions of employment.

**Section 3:**

Upon request by one party, the other party shall provide, in writing, the name(s) of its representatives(s) within three (3) days of such request.

## ARTICLE 3

### MANAGEMENT RIGHTS

Subject to the specific provisions of this Agreement, the parties agree that the Village has and will continue to retain the right to operate and manage its affairs in all respects; and the powers or authority which the Village has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the Village.

The rights of the Village through its management officials shall include, but shall not be limited to, the right to determine the organization of Village government;

- A. To determine the purpose for each of its constituent departments;
- B. To alter or amend work rules or regulations; to exercise control and discretion over the organization and efficiency of operations of the Village;
- C. To set standards for service to be offered to the public; to direct the employees of the Village, including the right to assign work and overtime;
- D. To hire, examine, classify, promote, train, transfer, schedule and assign;
- E. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- F. To increase, reduce, change, subcontract, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- G. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish positions;
- H. To establish, change or eliminate existing methods of operation, equipment or facilities, and to establish, implement and maintain an effective internal security program.
- I. The Village has the authority to determine its purpose and mission and to prepare and submit budgets.

## ARTICLE 4

### NON DISCRIMINATION

#### **Section 1.**

No employee covered by this Agreement will be discriminated against by the Village because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

#### **Section 2.**

Both the Village and the PBA oppose discrimination on the basis of age, race, creed, color, national origin, gender, handicap/disability, marital status or religion. However, the parties also recognize that the Village 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 Federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1. Grievance Procedure

A grievance shall be defined as a dispute over the interpretation of or application of the specific provisions of this Agreement.

Unit members may appeal disciplinary suspensions of greater than two (2) days, disciplinary demotions or discharges to arbitration.

Unit members may appeal disciplinary action involving disciplinary suspensions of two (2) days or less through this procedure up to Step 1, but the decision of the Chief or his designee at that step will be final and the matter cannot be taken to arbitration unless the disciplinary action is the second within a one (1) year period.

Unit members who wish to appeal performance evaluations may informally contest their evaluations by conferring with the next level within the chain of command. Members will be given the opportunity to clarify their position and voice opinions regarding the evaluations, and the reviewing authority may supplement the evaluations, but members shall not be entitled to grieve their evaluations.

#### Section 2.

In a mutual effort to provide harmonious relations between the parties to this agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

Step 1. The aggrieved employee with or without a union representative may present a written grievance to Chief within ten (10) working days of the occurrence or knowledge of the matter giving rise to the grievance. The Chief shall attempt to adjust the matter within his/her authority and respond to the party presenting the grievance within ten (10) working days.

Step 2. If the grievance has not been satisfactorily resolved in step 1, the PBA representative and/or the aggrieved employee may appeal the grievance to Village Manager, in writing, within ten (10) working days of the date the response was due in Step 1.

The Village Manager shall respond to matter within his/her authority, in writing, within ten (10) working days to the employee and PBA.

Note: The time limits set forth may be waived only by mutual agreement, in writing, between the parties. If the PBA fails to advance a grievance within these time limits the grievance will be treated as withdrawn with prejudice. If the Village fails to respond to the grievance within these time limits, the grievance will be treated as denied, effective on the date the response was due.

### **Section 3.**

Should the Village wish to press a grievance, such grievance must be presented to the PBA for a response. The PBA shall have ten (10) working days in which to submit a written response. The Village may appeal the PBA's response to arbitration pursuant to Section 4 of the procedure below.

### **Section 4. Arbitration Referral**

#### **Step 3.**

1. If the grievance is not resolved at Step 2 of the Grievance Procedure, the aggrieved employee or the PBA may, within ten (10) working days of the date the response was due in Step 2, submit a request for arbitration to the Village Manager. In general grievances, either the PBA or the Village may request to take the issue or grievance to arbitration.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals from the American Arbitration Association (AAA) shall be requested by either party, with a copy of the request sent to the other party. Within five (5) days after the receipt of the list, the parties shall meet and alternately cross out the names on the list, and the remaining name shall be the arbitrator. The party bringing the grievance shall cross out the first name. Failure of the parties to select an arbitrator within thirty (30) days of receipt of the panel from AAA will be considered a withdrawal of the grievance with prejudice.
3. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.
4. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his or her decision solely to the interpretation or application of the agreement. The arbitrator shall not have the authority to determine any issues not submitted.

5. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the union and employer, except as provided by law or if the circuit court finds that the arbitrator's decision is clearly erroneous or in violation of public policy.
6. The arbitrator's fee and expenses shall be borne equally by the parties, unless otherwise agreed to by the parties.
7. Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.
8. The arbitrator shall be requested to tender his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing, or if post-arbitration briefs are agreed to by the parties, thirty (30) days after their due date.
9. In the case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator, which shall allow any monetary payment, damages or accruals for more than five (5) working days prior to the date when such grievances shall have been first submitted in writing.
10. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible.
11. If either party to this agreement requests a copy of transcripts of the arbitration hearings, both parties will share equally the cost of such transcripts.

#### **Section 5.**

Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and Village, it shall be presented in writing directly at Step 4 of this Grievance Procedure, within fifteen (15) days of the time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees or the Union Representative on their behalf.

#### **Section 6.**

Village agrees to forward a copy of the initial face sheet of internal grievances, when the employee elects not to have Union representation. Upon the Union's request, Village will provide copies of all written documents pertaining to the employee's grievance, to the extent authorized by the public records law.

## **ARTICLE 6**

### **NO STRIKE**

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the Village, participation in a deliberate and concerted course of conduct which adversely affects the services of the Village, picketing or demonstration in furtherance of work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

Neither the PBA, nor any of its officers, agents and members, nor any PBA members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow down, sick out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the Village.

Each employee who holds a position with the PBA occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the PBA, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees and upon the request of the Village, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Any or all employees who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by this Village.

## ARTICLE 7

### PHYSICAL FITNESS AND MEDICAL EXAMINATIONS

#### **Section 1:**

The parties agree that the Village will adopt a drug-free workplace program pursuant to Section 440.102, Florida Statutes.

#### **Section 2:**

Nothing in this Article shall limit the Village's right to require fitness for duty evaluations in job related circumstances. Any such fitness for duty evaluations shall be provided by licensed health care providers chosen by the Village and at Village expense. The results of any such medical, physical and/or mental examinations or evaluations will be provided to the Village and may be used to assess the officer's fitness for duty.

## **ARTICLE 8**

### **DISCIPLINE**

The Village recognizes its rights and obligations under the Police Officer Bill of Rights, Section 112.532 et. seq, Florida Statutes, as amended.

Whenever a unit member is the subject of an internal affairs investigation and is subject to interrogation or interview by members of his agency for any reason which could lead to disciplinary action, such as demotion, suspension or discharge, such interrogation or interview shall be conducted in accordance with Section 112.532(1).

The Village and the PBA hereby agree to abide by Section 112.533 relative to the receipt and processing of complaints from any person.

## **ARTICLE 9**

### **COURT ATTENDANCE**

An off-duty employee shall receive pay for a minimum of three (3) hours (overtime or straight time, whichever is applicable) for his/her first three (3) hours of court or deposition when subpoenaed to appear in matters relating to the Village. After three (3) hours of actual time in court, the employee shall continue to receive compensation for actual time until released for the day.

## ARTICLE 10

### RECALL PAY

#### **Section 1:**

Except as provided in Section 2, an employee who is recalled to duty shall be compensated at a rate of 1-1/2 times for the actual hours worked or a minimum of two (2) hours, whichever is greater. Recalled to duty shall be defined as a Unit member having gone off-duty after completing his/her shift, but prior to returning for next regularly scheduled shift. If the Recall is cancelled before the employee reports to the station, the employee will be compensated for one (1) hour pay, in addition to the hours actually worked.

#### **Section 2:**

Employees who are requested to provide early relief of a scheduled shift shall be compensated for one (1) additional hour in addition to the actual time worked. Under this circumstance, the minimum hours worked provisions do not apply.

## ARTICLE 11

### HOURS OF WORK AND OVERTIME

#### **Section 1:**

The normal work period of Police Department Employees shall be fourteen (14) days. The normal work hours in a work period shall consist of eighty (80) hours.

The Village shall pay overtime at the rate of time and one-half (1-1/2) for all hours worked in excess of eighty (80) hours within any one work period except as otherwise provided in Article 17 (Holidays).

For the purpose of computing hours worked, sick leave, holidays not worked, personal days, and bereavement leave shall not be included as hours worked. Additionally, off-duty employment as established by ordinance and collective bargaining pursuant to Article 25 of this Agreement shall not be included.

#### **Section 2:**

Work schedules of Detectives may be adjusted on a daily basis as the needs of the job require.

Work schedules may be adjusted to facilitate Department needs, including training, certification and special details. When feasible, three (3) days notice of a change in a regular work schedule will be given.

#### **Section 3:**

Employees may receive overtime compensation in the form of pay or compensatory time. An employee may not accumulate more than an aggregate total of eighty (80) hours of time under this Article and Article 17, Holidays, combined. Compensatory time accruals may be requested for use in minimum one (1) hour increments.

## **ARTICLE 12**

### **UNIFORM ALLOWANCE**

The Village agrees to provide uniforms pursuant to applicable policies of the Police Department Policies and Procedures Manual approved by the Village Manager. Unit members agree to abide by the said policies pertaining to uniforms and clothing within the Police Department Policies and Procedures Manual.

The Village shall also provide an annual cleaning allowance of \$425.00 to all members of the Bargaining Unit, a shoe allowance of \$100.00 per year to all Unit members, and a clothing allowance of \$ \$575.00 per year to Detectives pursuant to applicable policies of the Police Department Policies and Procedures Manual approved by the Village Manager.

Cleaning, clothing and shoe allowances payable under this Article shall be paid minus applicable withholding taxes in the first regular paycheck following ratification of this Agreement and the first pay period of the fiscal year for subsequent Contract years thereafter, except that cleaning allowances shall be paid in one-half increments twice per year, the second payment coming six (6) months after the first.

First year employees shall receive pro-rated allowances based on the number of months remaining in the fiscal year in which they were hired.

Employees who are paid a cleaning allowance under this Article and who terminate employment prior to the end of the fiscal year shall have their final paycheck reduced by an amount equal to the pro rated share of the allowance for the remaining months of the fiscal year.

## Article 13

### WAGES

#### **Section 1:**

It is agreed between the parties that the pay range for bargaining unit employees is as follows:

Police Officer (first year)		\$38,163
	Minimum	Maximum
Police Officer	\$40,171	61,840
	\$53,308	76,303

Fiscal Year 2007-08

Effective (and retroactive to) October 1, 2007, unit members shall receive an across the board salary increase of \$3,271.00

For the fiscal year beginning October 1, 2008, bargaining unit members shall receive a 5% salary increase, and additionally, for the fiscal year beginning October 1, 2009, bargaining unit members shall receive a 5% salary increase.

#### **Section 2:**

1. Unit Members shall receive performance reviews within a reasonable time prior to the end of the fiscal year which ends on September 30<sup>th</sup> each year, in keeping with the Village's Performance Planning and Review system. Evaluations shall be conducted on a satisfactory/unsatisfactory basis.
2. Failure to achieve acceptable progress shall be met with discipline up to and including termination of employment. An employee who demonstrates unsatisfactory performance for the period under review may be placed on a ninety (90) day plan for improvement. An employee who demonstrates acceptable progress may be granted an additional ninety (90) days in which to demonstrate satisfactory performance. Increases shall not be granted until an employee meets all standards for performance and will be effective from the date of the satisfactory performance review.
3. If the performance review report has not been completed by October 10 of the new fiscal year, the employee will receive the approved increase as if he or she had received a satisfactory performance review report. If an unsatisfactory review rating is earned by the employee but is not reported to the employee until after October 10 of the new fiscal year, the employee will revert to the previous salary effective the

date of the performance review report and remain at the reduced salary until satisfactory performance is attained.

### **Section 3**

Any employee may appeal their performance review to the Chief of Police, in writing, within five (5) days of receipt of the performance review by the employee. The Chief of Police will have five (5) days, to respond to the employee in writing. If the employee is not satisfied with the decision of the Chief of Police, the employee may request a meeting with the Chief within five (5) days of the receipt of the Chief's written response, to discuss the performance review. At such meeting, the employee may be represented by one of the designated employee Bargaining Unit Representatives. If no agreement is reached during the meeting with the Chief of Police, the employee shall have the right to have a meeting with the Village Manager within five (5) days of the meeting with the Chief of Police and may be represented by one of the designated employee Bargaining Unit Representatives, The decision of the Village Manager shall be final and binding and shall be completed within fifteen (15) working days after the meeting between the employee and the Village Manager..

### **Section 4**

#### **Career Path – Career Police Officers**

In an effort to come into parity with other police agencies and to recognize on-going good police work, the Village and the PBA agree to the Career Path Advancement Process attached hereto as Exhibit "B" and incorporated herein by reference. The Career Path process would not begin until the third year of this Agreement (FY 2009-2010).

The compensation for each career level shall be negotiated in the second year (FY 2008-2009) of the contract. The Career Officer Program Compensation, shall be paid within the established ranges for each classification. Such payment shall be included within overtime and pension computation.

## ARTICLE 14

### SPECIAL DUTY COMPENSATION

#### **Section 1**

An employee, who is temporarily and/or continuously assigned by the proper authority to perform the duties of a higher classification, will be compensated for the time spent in the higher classification at a rate of five percent (5%) above his/her regular base salary. Once additional compensation commences, it will be paid retroactive to when the employee first began the continuous service as an acting supervisor, and shall continue until the employee's continuous service as an acting supervisor ceases.

#### **Section 2**

An officer assigned to the Detective/Investigations Division shall receive a pay differential of 5%.

#### **Section 3**

An officer assigned as a Field Training Officer (FTO) shall receive a pay differential of five percent (5%) and will have the rank of Corporal. The FTO Corporal must have completed an FDLE approved CMS Field Training Officers Course and have been approved by the Chief of Police or designee.

In the absence of a sergeant, the FTO corporal will assume the role of the squad supervisor. The FTO Corporal cannot refuse the assignment.

## ARTICLE 15

### INSURANCE

#### **Section 1:**

1. The Village agrees to pay one hundred percent (100%) of the employee cost of health insurance.
2. The Village agrees to pay seventy five percent (75%) of the cost of dependant health insurance coverage for those Unit Members who elect such coverage. Unit Members who elect coverage will pay the remaining twenty five percent (25%) by payroll deduction.
  - (a) The Village agrees to pay one hundred percent (100%) of the employee cost of dental insurance.
  - (b) Unit Members will pay one hundred percent (100%) of the cost of dental insurance for dependents if the Unit Member elects such coverage by payroll deduction.
3. The Village will provide life insurance for full-time employees at one and one-half (1 ½) times their annual salary, plus an additional Five Thousand Dollars (\$5,000.00), up to a maximum of \$150,000.
4. This article will be reopened annually for renegotiation upon written notice by either party.

#### **Section 2:**

It is the Village's intent that all its employees be adequately protected and insured for health care costs and expenses. Therefore, each Unit Member must enroll in, and continue to be enrolled during their tenure with the Village, the Village's present and available health insurance plan and maintain full coverage for themselves at a minimum. The Unit Members may enroll eligible dependants at their option.

## ARTICLE 16

### SICK LEAVE

#### **Section 1:**

Regular employees shall accrue sick leave at the rate of eight (8) hours of sick leave for each month continuous employment.

Sick leave shall be retroactive to the initial date of hire upon satisfactorily completing the initial employment probation and attaining regular employee status.

#### **Section 2:**

Sick Leave Accrual. Sick leave may be accrued to a maximum of 140 days (1120 hours).

Sick leave shall not accrue during leaves of absence without pay or suspensions without pay.

For absences of more than three (3) days, the Village may request, at its discretion, a qualified doctor's note indicating the illness of the unit member and verifying the amount of sick leave taken was necessary based upon the unit member's illness. "Qualified doctor" shall be a duly licensed doctor of medicine. The Village has the right, at its sole discretion, to verify that unit members are using sick leave for the purpose for which it is provided.

Full-time unit members may use sick leave when ill, when the full-time unit member has a doctor's appointment, but not to exceed the extent of time required to complete such appointments, or when an immediate family member (spouse, child, or parent) is ill, and to supplement Workers' Compensation temporary disability benefits as a result of an on-the-job injury in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided however such supplementary benefits shall not be paid in excess of the accrued sick leave credited to the employee. While out on Workers' Compensation, the employee will accrue sick leave on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such sick credit.

Family and Medical Leave Act (FMLA) shall run concurrently with employee sick leave usage for absences in excess of three (3) days. Earned sick leave accruals must be exhausted prior to taking an unpaid medical leave of absence.

**Section 3:**

Upon separation from the Village, with proper notice, or for reasons beyond the employee's control, the employee shall be paid for his accrued sick leave according to the following schedule.

<b>YEARS OF EMPLOYMENT</b>	<b>PERCENT OF ACCRUAL PAID TO EMPLOYEE</b>
One (1) through Four (4)	25 Percent
Five (5) through Nine (9)	33 Percent
Ten (10) through Nineteen (19)	40 Percent
Twenty (20) or more	50 Percent

**Section 4:**

Sick Leave Buy Back. Effective December 1 of each fiscal year, any Unit Member who has been continuously employed for at least twelve (12) months and who has an accrued sick leave balance of 480 hours, and who has taken no more than 40 hours of sick leave during the twelve (12) month period immediately preceding December 1 of each fiscal year, may surrender 40 hours for cash payment at seventy-five percent (75%) of their current hourly rate. Any additional eligible hours may be redeemed at fifty percent (50%) of their current hourly rate. However, Unit Members must have at least 360 hours of sick leave remaining after surrendering sick leave for cash payment to be eligible to buy back sick leave under these provisions.

## ARTICLE 17

### HOLIDAYS

#### Section 1:

Unit members shall receive the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas Day
- Christmas Day
- Day before New Year's

In the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday. Where December 24<sup>th</sup> and 25<sup>th</sup> and December 31<sup>st</sup> and January 1<sup>st</sup> fall on a Saturday/Sunday, the holidays will be observed on the following Monday and Tuesday. Where these dates fall on a Friday/Saturday, the holiday falling on the Saturday will be observed on the Monday, and where these dates fall on a Sunday/Monday, the additional day will be observed on the Tuesday.

Unit members who work on a legal holiday defined above, shall receive one and one-half (1-1/2) times their regular rate of pay and eight (8) hours of holiday pay (i.e., at their base rate). The one and one-half times the base rate of pay shall not apply unless the Unit member has actually worked three (3) or more hours. In calculating the hours worked, the minimum hours worked provisions of Article 9, Section 1, shall not apply, only actual hours worked shall apply.

Unit members whose regularly scheduled day off falls on a holiday shall receive eight (8) hours of holiday pay.

In no event shall a Unit member receive in excess of eight (8) hours of holiday pay for any recognized Village holiday.

**Section 2:**

Unit members shall receive three paid personal days per calendar year, which, if not taken in time to be recorded within the final pay period during that year, shall no longer be available to the Unit member for utilization.

Accumulated holiday accruals must be used during the fiscal year or it will be paid out the last pay period of that fiscal year.

**Section 3:**

Employees may elect to take compensatory time off in lieu of holiday pay. Such time credited under this Article and Article 10, Hours of Work and Overtime, shall not exceed a combined total of eighty (80) hours. Such time may be requested for use in minimum one (1) hour increments.

## ARTICLE 18

### VACATION

Vacation leave is accrued at the following rate upon the anniversary of a full-time unit member's date of hire as follows:

<b>DATE OF HIRE ANNIVERSARY</b>	<b>ANNUAL VACATION LEAVE ACCRUAL</b>
Zero (0) through Four (4)	80 hours
Five (5) through Nine (9)	120 hours
Ten (10) or more	160 hours

The employee shall earn vacation leave throughout the year. An employee is eligible for vacation leave with pay after having successfully completed his or her probation period. Vacation hours are accrued on a semi-annual basis during the initial probation review period (lump sum), and will continue to be earned throughout regular employment, credited at 1/26 of the employee's annual allotment each pay period.

The maximum carry-over under this Article is 40 days (320 hours). Vacation leave may be requested for use in minimum four (4) hour increments.

Vacation leave shall not accrue during leaves of absence without pay or suspensions without pay.

## ARTICLE 19

### BEREAVEMENT LEAVE

Regular employees shall be granted up to three (3) consecutive days of paid leave for death in the employee's family.

The immediate family shall be construed to mean one of the following:

Spouse	Spouse's Parent
Child	Spouse's Brother
Parent	Spouse's Sister
Sister	Spouse's Child
Brother	Step-Sister
Grandparents	Step-Parents
Grandchild	Step-Brother
Domestic Partner	Step-Child

To qualify for this benefit in respect of the death of a domestic partner, the employee must be registered with the Office of the Clerk and Comptroller of Palm Beach County, pursuant to Palm Beach County Ordinance 2006-002.

If additional time is necessary, the employee may request to use accrued vacation time, compensatory time off *or* personal days, or the Village Manager may, at his/her sole discretion, grant additional time off without pay.

## ARTICLE 20

### DUTY DISABILITY LEAVE

#### Section 1:

Any bargaining unit member who sustains an injury or incurs an illness which arises out of and in the course of his or her employment by the Village and which is compensable under the workers compensation law of the State of Florida, and who in consequence thereof is temporarily disabled and rendered unable to perform his or her normal duties of Village employment, shall upon meeting the requirements of this Section, receive duty disability leave in accordance with the conditions set forth below:

1. All requests for duty disability must be accompanied by a medical report from a physician authorized by the Village or his or her authorized medical representative which shall be in the form of the initial medical report in use by the Florida Industrial Commission and which shall state affirmatively that the employee is temporarily unable to perform the normal duties of Village employment and that he or she is therefore eligible for duty disability leave.
2. A department head may approve or disapprove an employee's request for duty disability leave after an investigation to determine the validity of the request. The department head shall certify that (a) the injury or illness arose out of and in the course of employment by the Village.; (b) was not willfully self-inflicted or the result of the employee's gross negligence as defined by law. (c) that the employee's activity at the time and place of the injury or activity from which the illness arose was both authorized and proper and not in violation of any rules or regulation concerning safety, work methods, procedures or equipment for the job as required by the department or the Village generally. The department head's action shall be subject to review by the Village Manager who may approve or reverse the same.
3. Any employee receiving duty disability leave shall report to the Village physician periodically at the times the said physical shall reasonably require. The failure of an employee to appear for a scheduled physical examination shall be grounds for immediate cancellation of said leave; unless the failure to appear is excused by the Village Manager.
4. An employee who is granted duty disability leave shall receive his or her regular salary based on the pay rate applicable at the time of injury or illness, exclusive of overtime. The employee will continue to receive a paycheck from the Village and will sign over to the Village all workers' compensation checks received during their absence. The performance

evaluation period for employees on duty disability leave for greater than sixty (60) consecutive days shall be extended for a period of time equivalent to the number of days the employee is on duty disability leave for all future evaluations. An employee on duty disability leave shall not continue to accrue any leave.

5. The net duty disability leave benefits paid to an employee under subsection 4 above, who is on duty disability leave shall be deducted from any award of workers compensation to the employee, whether for temporary or permanent disability, and shall apply as advance payments of compensation, as provided by Section 440.20(11), Florida Statutes.
6. Regular status employees shall receive duty disability commencing the first day of lost time. Other employees shall receive duty disability benefits after the first 14-day calendar days of lost time.
7. Duty disability leave shall be allowed for a duration of actual disability, up to a maximum of one hundred and eight (180) calendar days. Separate injuries shall create separate periods of coverage. If an employee is unable to return to work at the end of the said one hundred and eighty (180) days, his or her case shall be reviewed by the Village Manager. The Village Manager shall decide whether to order the benefits to continue for the duration of the actual disability, up to an additional ninety (90) calendar days or that the benefits shall not be extended. The employee shall be subject to termination after completion of 26 weeks of duty disability.
8. Duty disability leave benefits shall be terminated by any of the following events:
  - (a) recovery certified by the Village physician;
  - (b) permanent disability certified by the Village physician;
  - (c) termination of employment whether by resignation, discharge or death of said employee;
  - (d) employment of any form, including self-employment;
  - (e) employees refusing employment with the Village suitable to his or her capacity which is offered to or procured for him or her. The Village Manager may approve such refusal of work and thereby approve the continuation of duty disability leave.

The general principle underlying the granting of duty disability leave benefits to an employee with a service connected disability is that the total payments from the Village,

together with workers compensation benefits shall not exceed the employee's regular gross pay, exclusive of overtime. Such leave is provided so that economic security will be available to an employee. Duty disability leave shall not be considered as a right which an employee may use at his or her discretion, but rather as a privilege which shall be allowed only in cases of duty connected disability and subject to the applicable provisions contained herein.

**Section 2:**

Unit members who are maliciously or intentionally injured within the course of their employment shall be paid pursuant to Section 440.15(12), Florida Statutes.

## ARTICLE 21

### PROMOTIONS

The following procedures will be used for the promotion of police officers to the rank of Sergeant. These procedures are meant to apply to sergeant positions which supervise traditional police functions in effect in the Police Department on October 1, 2007.

#### **Section 1:**

The Village will announce promotional examinations at least forty-five (45) days in advance. The Village will also list the areas the examination will cover. All materials shall be provided to employee(s) taking the examination for the entire time period between announcement of the examination and the examination. Written bids must be submitted for the position within fourteen (14) days of posting. Bids which are not submitted in a timely fashion may be considered at the sole discretion of the Chief of Police.

#### **Section 2:**

To be eligible for a promotion to sergeant, a police officer must meet the following requirements:

1. Successful completion of his/her probationary period of employment with the Village of Tequesta, and
2. Must be presently certified by the State of Florida as a police officer, and
3. Three (3) years experience with Village as a full-time certified police officer, or eight (8) years continuous service as a full-time State of Florida certified police officer..

#### **Section 3:**

All sworn personnel desiring promotion in the Police Department will be required to take the appropriate promotional examination. In addition to the general requirements for Village promotion, employees will be required to meet the following qualifications to be admitted to such examination:

1. Admission to examination for promotion to sergeant shall be restricted to police officers who have been in that position continuously for three (3) years immediately preceding the examination.
2. Anyone taking an examination shall be an employee of the Police Department of the Village of Tequesta.
3. An employee within the period of an authorized leave of absence from the Police Department of the Village of Tequesta shall be eligible to take such

examination, provided the period of the leave of absence shall not be considered in calculating the “time in grade” requirement of these rules.

Candidates must obtain a minimum examination score of 70% in written examinations to be eligible for further consideration. Written promotional examinations shall be augmented by oral interviews and staff evaluations. The oral interview shall be conducted by the Human Resource Director of the Village of Tequesta, members of neighboring law enforcement agencies and/or a Village official or community leader within the Village of Tequesta or a neighboring City. The respective weights given to written examinations, oral interviews, and staff evaluations to determine the candidate’s total rating shall be:

Written examination	50%
Oral Interview	25%
Staff evaluation	25%

An aggregate score of 70% must be attained to be eligible for promotion. Additionally, seniority points assigned on the basis of one-half (1/2) point for each year of continuous uninterrupted sworn service (in excess of the minimum number of years of service required for the employee to be eligible for promotion) shall be applied.

Authorized leaves of absence, for the purpose of this Article, shall not be considered an interruption of continuous service.

Seniority points, however, shall not accrue during authorized leaves of absence. Lastly, college points based on one point for every 30 semester hours of college course credits attained by the employee shall be applied.

**Section 4:**

The scores from the above testing procedures will then be posted and a promotional list will be made containing the names of the three officers with the highest scores, listed in alphabetical order. The Chief of Police in his sole discretion shall pick one of the officers for promotion. If the officer declines the promotion, the Chief of Police may choose another individual from the list of three. The scores from both the written and oral examinations shall be retained for at least thirty (30) days after the promotion and shall be available for any candidate to see his/her own scores.

**Section 5:**

Upon promotion, the employee will serve a twelve (12) month probationary period.

**Section 6:**

If there are no successful candidates, the Chief of Police may:

1. Appoint any member of the Department to fill the position; or
2. Recruit an outside candidate to fill the position.

## ARTICLE 22

### SENIORITY AND LAYOFF

Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during worker's compensation leave, holidays, vacation, bereavement leave, compensatory leave and sick leave approved by the Village. Leaves of absence without pay, either approved or otherwise, shall not count towards the accrual of seniority.

Employees shall lose their seniority as a result of any of the following actions: terminations; retirement; resignation; unjustified absence from work for more than five (5) days; failure to report back from military leave within the time limits prescribed by law; and failure to report to the Village Manager's Office an intention to return to work w/within five (5) days of receipt of a Notice of Recall verified by Certified Mail, return receipt, to the employee's last reported home address.

In the event of a layoff for any reason, the Village Manager shall convene a Review Committee consisting of the Village Manager and the Chief of Police, which shall be assigned the task of designating the employees to be affected by the necessitated layoffs in accordance with the provisions of this Article. Employees in the affected classifications shall be laid off in the inverse order of hire.

Laid off employees who are qualified for an existing opening in the Police Department as a sworn law enforcement officer of the same or lesser rank than their former position will be recalled for up to six (6) months from the time they are laid off. Laid off employees shall be recalled in reverse order in which they were laid off. In the event of a recall, the Village shall notify the employee by certified mail, return receipt; of such recall and give the employee five (5) days to reply. It is the responsibility of the employee to keep his/her current address on file with the Village. No position shall be held open for an employee for more than five (5) days after he/she has received the Notice of Recall.

Nothing in this Article shall prevent the Village of Tequesta from exercising its management rights to reclassify, reassign, or eliminate positions occupied by any employee.

## **ARTICLE 23**

### **SAFETY**

The parties agree that the safety of all employees is of paramount importance. The Department shall endeavor to maintain a work schedule so that at least two full-time sworn law enforcement officers are on duty at all times.

All requests for Special Duty Details will be provided by full-time officers at the applicable rate. If sufficient manpower is not available to meet the request, then reserve/part-time officers may be used at the Department's discretion.

The Safety Committee will be in accordance with the Village's Safety Committee policy number 7.1.

## **ARTICLE 24**

### **PERSONAL EQUIPMENT**

Unit members may make written application to the Department Head for reimbursement or replacement of personal property required by the department or lost or damaged in the line of duty by describing the property (including its age, condition and cost) the circumstances under which it was lost or damaged, and the manner in which replacement of the item is suggested. Upon the recommendation of the Department Head, the Village Manager may at his sole discretion, approve or deny the repair, reimbursement or replacement of the property at Village expense.

## **ARTICLE 25**

### **BULLETIN BOARD**

The Village shall furnish bulletin board space within the Police Department building for the exclusive use of the PBA for posting official PBA notices of a businesslike non-inflammatory nature. All notices must be approved in writing prior to posting by the Chief of Police or his designee and signed by an elected official of the PBA.

## ARTICLE 26

### TAKE HOME VEHICLES

#### **Section 1.**

Assigned vehicles shall ordinarily be authorized for employees where a take home vehicle would be appropriate based on the employees' job function.

#### **Section 2.**

Employees will only be assigned a take home vehicle if they reside in the following counties: Palm Beach, Martin, St. Lucie, Hendry, Broward and Okeechobee.

#### **Section 3.**

Employees assigned a take home vehicle shall pay a fuel charge through payroll deduction of fifteen dollars (\$15.00) per pay period excluding anyone currently assigned a take-home vehicle because of their job duties. All bargaining unit members who reside in the Village of Tequesta or within a ten (10) mile radius of the Village of Tequesta Police Department shall be exempt from the payment of \$15.00 per pay period.

#### **Section 4.**

Other than emergency vehicle repairs, maintenance of take home vehicles shall be performed during employee's regular duty status.

## **ARTICLE 27**

### **PBA TIME POOL**

A Union time pool shall be established and administered by the Village. Contributions from Unit Members shall be made from time accumulated in vacation or holiday/overtime compensatory time off "bank" established in Articles 10 and 15. Such contributions shall be irrevocable. Each contribution shall be in an amount equal to four (4) hours of pay, although there is no limit to the number of contributions a Unit Member may make. The pool shall be used only for the purpose of compensating any bargaining unit member for assisting in PBA related business as determined by the agency representative. Any overtime liability which may be incurred due to payments made under this Article shall be paid out of the time pool.

**ARTICLE 29**

**CAREER SERVICE BENEFIT**

1. All Bargaining Unit Members who have completed the required years of service, shall receive the following one-time, annual amounts, which will not be added to the base pay:

<b>Years of Continuous Service</b>	<b>Annual Monetary Award</b>
Upon completion of 10 Years	\$ 750.00
Upon completion of 20 Years	\$1,250.00

2. Continuous service for purposes of this article shall be defined as employment in the Village without a break or interruption. Layoffs not exceeding one (1) year, authorized military leave, educational leave, vacation leave or lawful extension thereof, or reinstatement in accordance with this agreement, shall not affect continuity of service.

## **ARTICLE 30**

### **RETIREMENT**

Pursuant to the Memorandum of Understanding executed between the parties on July 17, 1996, the parties to this Agreement agree to the provisions of the Public Safety Officers Pension Trust Fund applicable to all new full-time employees hired by the Village on or after January 1, 1996. Any unit member who, prior to January 1, 1996, was a participant in the Florida Retirement System (FRS) and was employed by the Village on December 31, 1995, shall remain a participant of the FRS.

## **ARTICLE 31**

### **CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

This Agreement may be amended by mutual agreement of the parties but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

ARTICLE 32

DURATION, MODIFICATION AND TERMINATION

The Agreement shall be effective upon ratification of the Parties, (except those Articles which explicitly provide for a different effective date) and shall continue in full force and effect until the thirtieth (30th) day of September, 2010.

At least thirty (30) days prior to September 30, but not prior to April 1, either party hereto shall notify the other, in writing, of its intent to modify, amend, or terminate the Agreement. Failure to notify the other party of intention to modify, amend, or terminate as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

SIGNED this 20 day of may, 2008.

ATTEST:

VILLAGE OF TEQUESTA

*Lori McWilliams*

Lori McWilliams, CMC  
Village Clerk

*[Signature]*  
Michael Couzzo  
Village Manager *May 24, 2008*

PALM BEACH COUNTY PBA

[VILLAGE SEAL]



*[Signature]*  
John Kazanjian  
President

*by Village Council*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY *at Special Meeting held on May 16, 2008*

*[Signature]*  
Trela White, Esq.  
Village Attorney

*N/A*

**EXHIBIT A**

**PBA / VILLAGE OF TEQUESTA GRIEVANCE FORM**

Note: before filling out this form, carefully read Article 5 of the VOT & PBA Collective Bargaining Agreement, Grievance Procedure. Please type or print plainly.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

EMPLOYEE MUST PROVIDE THE FOLLOWING INFORMATION:

(1) DATE OF ALLEGED INCIDENT GIVING RISE TO THIS GRIEVANCE:

\_\_\_\_\_

(2) ARTICLE AND SECTION OF THE AGREEMENT ALLEGEDLY VIOLATED:

\_\_\_\_\_

\_\_\_\_\_

(3) RELEVANT INFORMATION CONCERNING THE GRIEVANCE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(4) RELIEF SOUGHT BY THE EMPLOYEE

\_\_\_\_\_

\_\_\_\_\_

Note: Attach additional sheets, if needed.

EMPLOYEE SIGNATURE: \_\_\_\_\_

\_\_\_\_\_

**STEP 1**

DATE RECEIVED BY DEPARTMENT HEAD: \_\_\_\_\_

DEPARTMENT HEAD RESPONSE / ACTION / COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Attach additional sheets, if needed.

DATE OF DEPARTMENT HEAD RESPONSE: \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

---

**STEP 2 (If desired)**

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE RECEIVED BY VILLAGE MANAGER: \_\_\_\_\_

VILLAGE MANAGER'S RESPONSE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Attach additional sheets, if needed.

DATE OF VILLAGE MANAGER'S RESPONSE: \_\_\_\_\_

VILLAGE MANAGER'S SIGNATURE: \_\_\_\_\_

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**STEP 3 (If desired)**

I AM NOT SATISFIED WITH THE STEP 2 RESPONSE AND WISH TO APPEAL THIS GRIEVANCE TO ARBITRATION. ACCORDINGLY, THE EMPLOYEE SHALL FORWARD THIS TO THE PBA FOR A DECISION RELATIVE TO PROCEEDING WITH ARBITRATION.

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE RECEIVED BY PBA REPRESENTATIVE: \_\_\_\_\_

THE PBA HAS DECIDED TO APPEAL THIS MATTER TO ARBITRATION PURSUANT TO ARTICLE 5, SECTION 4 STEP 3 OF THE COLLECTIVE BARGAINING AGREEMENT.

PBA REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECEIVED BY VILLAGE MANAGER \_\_\_\_\_

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## **EXHIBIT B**

### **TEQUESTA POLICE DEPARTMENT CAREER OFFICER MANUAL**

#### **INTRODUCTION**

The Tequesta Police Department Career Development Plan is a voluntary program designed to motivate the non-supervisory officer to interact with the community and to gain new knowledge and skills. The program enables department members below the supervisory and management ranks to have an opportunity to participate in a challenging program, which offers personal growth advancement and recognition.

The program includes four advancement levels, which include three progressive career officer ratings leading to the ultimate goal of becoming a Master Police Officer. It is a program similar to a college curriculum through which officers acquire skills and knowledge that contribute to their professional success. It provides career guidance, recognition of accomplishments, and financial incentives. The program provides a career track for officers who want to go beyond the minimum requirements of their jobs and who want to be recognized and rewarded for their endeavors.

The four (4) levels of advancement have specific requirements in three (3) achievement categories (Training, Professional Achievement and Community Involvement) in addition to time in grade and assignment requirements. Officers must be in good standing for twelve (12) months prior to advancing to the next level in the Career Development Program.

## **ENTRY PLACEMENT**

When Career Development is implemented, members who have not yet been promoted to *Police Officer First-Class* will have to advance through the formal process. Officers who are already *Police Officer First Class* may be considered for placement into a career officer level based on their years of service and their previous record, as assessed by the Review Committee (see “Projected Officer Advancements” attachment).

The Review Committee compares members’ work histories and qualifications against the thresholds for attainment of the various levels. The subjectivity of such a system is acknowledged, but such assessment is necessary. At startup, the key to success is consistency in the application of appropriate standards by the Review Committee. (The Review Committee will be addressed in a later section.)

To understand the “entry placement” process, remember that Career Development is like a college curriculum. The placement process, then, is like the College Level Entry Placement (CLEP) process that allows an individual to apply certain prior training and work experience in lieu of more structured course work. The following limitations are established for the process to ensure fairness:

- No officer can be placed into the MPO level unless that officer’s pre-career development work record is representative of each of the achievement areas (professional achievement, community involvement, and training) established.
- During the placement process, member’s qualifications and work records will be compared to the program standards. While members may be placed into a level comparable to their years of service, this would occur only when an officer’s work records parallel formal program standards.

## GOOD STANDING

“*Good Standing*” is defined and shall be applied as follows:

- No evaluation grade of “unsatisfactory” on any dimension of a performance appraisal issued during the preceding 12 months.
- No more than three (3) sustained disciplinary violations (*written reprimand or above*) during the preceding 12 months.
- No discipline amounting to more than eight (8) hours of suspension during the preceding 12 months.
- Members must have worked a minimum of 180 days (1440 hours) within the preceding 12 months. (Minimum workdays shall apply only to qualifying for advancement, but shall not be the sole basis for reduction from any career development rating.)

Officers participating in the program must maintain good standing at all times. When good standing is threatened by an “*unsatisfactory*” dimension on a performance appraisal, members have up to 90 days to correct the deficiency. All dimensions must be rated “*satisfactory*” or above within the initial 90 day re-evaluation period for a member to retain good standing. Good standing is lost automatically for an excessive number of violations or hours of suspension during the preceding 12 months.

When good standing is lost, members have 12 months added to their next possible advancement date. For example, a Career Officer I normally could advance to Career Officer II upon completing eight years of service; upon falling out of good standing once, however, a Career Officer I will have to complete nine years of service before becoming eligible for Career Officer II.

Should an officer fall out of good standing all credits earned up to that date will be accepted. The first loss of good standing will result in the officer being demoted from the current career level. Example: An MPO would be demoted to Career Officer III. Additional violations resulting in discipline would mean all payments and bonuses are not awarded until good standing has been reestablished.

Officers who revert to a lower level shall be eligible to regain their higher level after 12 months, as long as good standing was regained and no additional notice of being out of good standing was received. Those who receive a subsequent notice that they remain out of good standing will have the 12-month clock started again.

Any career development participant demoted to a rank less than Police Officer First Class is not eligible to continue in the program. The member is “decertified” from career development and is ineligible to receive benefits. Prior to re-qualification to the program the member has to be promoted back to Police Officer First Class and has to spend 12 months in good standing at that rank.

To regain the career development rating previously held, the member has to spend 12 months in good standing in each level leading back to the level from which the member was demoted. It is not necessary for officers to repeat the achievement of credits previously earned.

## ADVANCEMENT PROCESS

<b>POLICE OFFICER FIRST CLASS</b>
-----------------------------------

- MUST be in “**Good Standing**” for preceding 12 months
- MUST be a Tequesta Police Officer for **24 months (2 years)**
- MUST take “**Advanced Report Writing and Review**” (**40 hours**)

<b>CAREER OFFICER I</b>
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<b>(35 CREDITS)</b>
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- MUST be in “**Good Standing**” as a **Police Officer First Class** for the preceding 12 months.
- MUST have at least **36 months (3 years)** as a Tequesta Police Department Officer
- MUST have **35 Career Development credits** distributed as follows:
  - 10 Training credits**
  - 10 Professional Achievement credits**
  - 5 Community Involvement credits**
  - 20 Elective credits**
- MUST take **one** of the following mandatory courses
  - Interview and Interrogation**
  - Advanced Traffic Accident Investigation**
  - Crime Scene Procedures**
  - Radar Speed Measurement**
  - Case Preparation and Courtroom Presentation**

## ADVANCEMENT PROCESS

<b>CAREER OFFICER II</b>	<b>(122 Credits)</b>
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- MUST be in “**Good Standing**” as a **Career Officer I** for the preceding 12 months.
- MUST have at least **72 months (6 years)** as a Tequesta Police Department Officer
- MUST have **35 new Career Development credits** distributed as follows:
  - 10 Training credits**
  - 10 Professional Achievement credits**
  - 5 Community Involvement credits**
  - 20 Elective credits**
- MUST take **one** of the following mandatory courses:
  - Police Officer Procedures and Techniques**
  - Narcotics Identification**
  - Officer Skills and Stress Reduction**
  - General Investigative Techniques or equivalent (as determined by the committee)**

<b>CAREER OFFICER III</b>	<b>(172 Credits)</b>
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- MUST be in “**Good Standing**” as a **Career Officer II** for the preceding 12 months
- MUST have at least **108 months (9 years)** as a Tequesta Police Department Officer
- MUST have **35 new Career Development credits** distributed as follows:
  - 10 Training credits**
  - 10 Professional Achievement credits**
  - 5 Community Involvement credits**
  - 10 Elective credits**
- MUST take **one new** training course not previously taken at a lower Career Development level from the approved training list.

## ADVANCEMENT PROCESS

<b>MASTER POLICE OFFICER</b>	<b>(237 credits)</b>
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- MUST be in “**Good Standing**” as a **Career Officer III** for the preceding 12 months
- MUST have at least **144 months (12 years)** as a Tequesta Police Department Officer
- MUST be a qualified and eligible **Field Training Officer** (with the Tequesta Police Department)
- MUST have **55 new Career Development credits** distributed as follows:
  - 10 Training credits**
  - 15 Professional Achievement credits**
  - 10 Community Involvement credits**
  - 20 Elective credits**

\*\*Officers who qualify for MPO during the initial startup of the program must complete the Community Involvement credits at the MPO level prior to being awarded MPO. Community Involvement credits will not be required except at the MPO level during initial startup. This exception will only be available to those officers who elect to participate in the Career Development program within the first 90 days of its implementation.

- MUST take **one** of the following MPO mandatory courses
  - Line Supervision**
  - Instructor Techniques**

<b>MASTER POLICE OFFICER MAINTENANCE</b>
--

MUST complete **five (5) Elective** credits each year to be submitted to the committee by September 30<sup>th</sup> of each year. The maintenance credits are required for the MPO level ONLY. If you have not achieved the MPO rating, you will not have to submit maintenance credits.

## ADVANCEMENT PROCESS

### **NOTES**

**“Elective credits”** means that you may get these credits in any area that you like either **Training, Professional Achievement, or Community Involvement.**

You may **NOT** advance to any Career Development level unless you have been in **“Good Standing”** for the previous twelve (12) months. Any time that you fall out of good standing you will revert to the next lowest level and must remain there until your good standing has been restored. You may still earn Career Development credits in all areas but they will not be counted until you are back in good standing.

If you are *demoted* to a rank less than *Police Officer First Class*, you will be **decertified** from the Career Development program. In this case, you will lose all Career Development standing and must spend twelve months in good standing at *each* Career Development level leading up to the one you previously held. You will not have to earn new credits in Training or Professional Achievement to advance through the levels after being decertified/demoted. Community Involvement credits will not be carried over and new credits will have to be earned. You will only receive career officer monies for the level you are currently ranked.

### **EXCEPTIONS**

#### **CREDIT REQUIREMENTS**

After the initial startup and placement (*Deadline to Be Determined*) all required credits must be earned after your last advancement with the exception of previously earned training credits and professional achievement.

## **TRAINING CREDITS**

Participants receive **one (1) credit** for each **eight (8) hours** of formal training) A **maximum** of 10 credits may be earned for any 1 class/course/conference etc., even if it exceeds 80 hours. (Example: A 40-hour course would be worth 5 credits and an 80-hour course would be worth 10 credits.

Credit for annual conferences will be reviewed on a case-by-case basis. Curriculum from each of the conferences will be reviewed to determine that (new) training has occurred. The officer is responsible for supplying all supporting documentation.

To receive Career Development credit for a Police Standards course it must be approved for **mandatory retraining** or **salary incentive** and be sanctioned through a community college or state agency outside of the department. Mandatory in-service training held by our agency **will not** count towards career development credit even though it may qualify for State mandatory retraining. Career Development credits for other classes may be accepted with prior approval of the Career Development Committee.

## **MANDATORY COURSE REQUIREMENTS**

The following is a list of courses that are mandatory for Career Officers I, II, III and MPO. **YOU MUST TAKE AT LEAST ONE (1) OF THE COURSES TO ADVANCE TO EACH LEVEL AS INDICATED.** (You may not have to take all the courses and the list may change from time to time as course availability changes.)

Once you have taken and submitted a course to satisfy the mandatory requirement at any Career Development level the course will "count" for that level even if the list subsequently changes. Other courses, which do not appear on this list, may receive Career Development credit; however, the mandatory course requirement must be satisfied.

### **CAREER OFFICER I**

Interview and Interrogation  
Advanced Traffic Accident Investigation  
Crime Scene Procedures  
Radar Speed Measurement  
Case Preparation and Court Presentation

### **CAREER OFFICER II**

Police Officer Procedures and Techniques  
Officer Skills and Stress Reduction  
Narcotics Identification  
General Investigative Techniques or *equivalent*; (as determined by the committee)

### **CAREER OFFICER III**

\*See Career Development Training List

### **MASTER POLICE OFFICER**

Must be a Field Training Officer

- Line Supervision
- Instructor Techniques

FTO is **mandatory** at the Master Police Officer level. You must also remain an eligible FTO with the Tequesta Police Department.

If you have taken at least one of the above courses before, then you may choose a course not previously taken from the Career Development Training List.

**CAREER DEVELOPMENT  
TRAINING LIST**

<b>TITLE</b>	<b>HOURS</b>
Line Supervision	80
Instructor Techniques	80
Narcotics Identification and Investigation	40
Crime Scene Procedure	40
General Criminal Investigation Techniques	40
Criminal Law	40
Case Preparation and Court Presentation	40
Officer Skills Improvement and Stress Reduction	40
Police Officer Procedures and Techniques	40
Intro. To Police Operations and Leadership	40
Special Tactical Problems	40
Sex Crimes Investigations	40
Crimes Against Property	40
Confidential Informants and Other Sources of Information	40
Injury and Death Investigation	40
Crime Prevention	40
Traffic Accident Investigation	40
Traffic Homicide Investigation	40
Surveillance Techniques	40
Economic Crimes: An Overview	40
Investigative Interview (Interview & Interrogations)	40
Crimes Against Persons	40
Tactical Police Driving	40
Stress Awareness and Resolution	40
Field Training Officer	40
Crime and the Elderly	40
Crisis Intervention	40
Organized Crime	40
Radar Speed Measurement	40
Self Defense and Use of Force (Defensive Tactics)	40
Substance Abuse Awareness and Education	40
Computer Applications in Criminal Justice	40
Traffic Accident Reconstruction	80

**CAREER DEVELOPMENT  
TRAINING LIST**

School Resource Officer	40
Hostage Negotiations	40
Investigation of Death	40
Drug Awareness Resistance Education (DARE)	80
Firearms Instructor	80
Human Diversity Instructor	80

You may also take any other approved FDLE certified training course.

Any other course taken for credit must be pre-approved by the Committee.

## **PROFESSIONAL ACHIEVEMENT CATEGORIES**

### **5 CREDIT ACHIEVEMENTS:**

College Education Five (5) credits may be earned for every 30 credit hours of passing college credits. A *maximum* of 120 semester hours may be applied at the under graduate level to earn a *maximum* of 20 Career Development credits. In addition, one credit will be given for the actual diploma/degree.

(Example Bachelors program 120 credit hours = 20 credits + 1 for the actual degree)

Graduate Degrees – Five (5) credits may be earned for every 30 credit hours of passing college credits. A *maximum* of 60 semester hours may be applied at the Master's level to earn a *maximum* of 10 Career Development credits. In addition one credit will be earned for the actual graduate degree.

NOTE: Any additional graduate degrees will be calculated using the above formula.

### **3 CREDIT ACHIEVEMENTS:**

Field Training Officer - Three (3) credits may be earned for serving 320 cumulative hours (8 weeks) as an FTO actively training a recruit(s). For each additional 8-week period, three (3) additional credits will be earned, not to exceed a total of six (6) credits. The FTO credit can be earned only once during any 12-month period.

Administrative Projects - Three (3) credits may be earned by members for the initiation of, and/or significant participation in, administrative projects that fall outside the scope of their normal duties. To ensure credit in this category, prior approval of the project by the career counselor should be obtained, along with acceptance of the final product by the most appropriate division commander. Acceptable projects may include developing a procedure, writing a manual, conducting divisional evaluations, submitting finalized policy proposals, etc. A maximum of three (3) credits may be earned in this category during a 12-month period.

## **PROFESSIONAL ACHIEVEMENT CATEGORIES**

Motor Vehicle Accident Free Year - Two (2) credits may be earned in each 12-month period if no chargeable accidents occur for operational personnel. A maximum of 8 credits can be applied from this category in Level I. A maximum of ten (10) credits may be applied in the remaining levels.

### ***1 CREDIT ACHIEVEMENTS:***

Academy/In-Service Instructor (part-time) - One (1) credit may be earned by members, when instruction is not ordinarily a part of their job, for instructing in an approved law enforcement training capacity. One (1) credit may be earned in this category for each day of instructing two hours or more (includes Criminal Justice Institute, department in-service, community colleges, approved seminars/workshops, etc.). A maximum of four (4) credits per 12-month period may be earned in this category.

Acting Supervisor - One (1) credit may be earned for 80 cumulative hours of service as an acting supervisor. This credit may be earned in blocks of no less than 40 hours at a time. A maximum of four (4) credits may be earned in this category during a 12-month period.

## **PROFESSIONAL ACHIEVEMENT CATEGORIES**

### ***1 CREDIT ACHIEVEMENTS:***

Committee Participation - members who actively serve on departmental committee(s) assigned to meet short-term goals (Example divisional or department committees) may earn one (1) credit during each 12-month period. The career counselor must approve the committee work for credit and a verification of the employee's participation by the committee chairman is required. Committees generally are short term (one year or less) and must be sanctioned by the department's administration. A maximum of two (2) credits may be earned in this category in a 12-month period. (Example serving on two committees in a 12-month period = 2 credits)

Special Skills - One (1) credit may be earned annually by sworn members who are trained and listed as qualified and who demonstrate proficiency. A skill must be utilized for the department's benefit at least once during a 12-month period and is not part of a member's normal job assignment. Skills must be defined and approved by the Review Board and include, but are not necessarily limited to: communications specialist, polygraph examiner, voice stress analyzer, firearms instructor (serving as instructor or range officer), dignitary protection, video tape technician, interpreter, radar operator, D.A.R.E. instructor, or G.R.E.A.T. instructor. A maximum of two (2) credits may be earned in this category during a 12-month period; i.e., two skills maximum applicable annually. Members may apply for additional skills not listed and will be reviewed by the Review Board for approval.

## **PROFESSIONAL ACHIEVEMENT CATEGORIES**

### ***1 CREDIT ACHIEVEMENTS: (Continued)***

Standing Committees - One (1) credit may be earned by members who are appointed/elected and actively serve 70% for at least a 12-month period on any of the following standing committees: Awards, Employee Relations, Long Range Strategic Planning, Career Development, Pension Board, or any other standing committees approved by the Chief of Police or his designees. A maximum of two (2) credits may be earned in this category in a 12-month period.

With the approval of the Chief of Police, other Professional Achievements may be designated by the Review Committee for use by all Career Development participants.

## **COMMUNITY INVOLVEMENT CATEGORIES**

### **3 CREDIT CATEGORIES:**

Community Service - Three (3) credits *per activity* may be earned by members for active participation of 20 cumulative hours in OFF DUTY (non-compensated i.e., pay/comp time) community service anywhere in South Florida. The service must reflect favorably by presenting a positive influence upon the participant as a member of the Tequesta Police Department. Types of service include, but are not limited to: Scouting, Red Cross, organized youth sports, JTAA, board member/volunteer for non-profit service groups, PTA Board member, community improvement projects, non-profit volunteering (hospitals, training centers, charities). Community service credits may be earned for church activities only when the activity involves youth group instruction or community service functions. A maximum of nine (9) credits may be earned in this category *per year* during each of the levels I, II, & III. There is no maximum for participants working toward an MPO rating or MPO Maintenance.

**NOTE:** Proof of Community Service and/or Community Relations Projects would be in the form of a letter from the coordinator of the approved Community Service/Relations, documenting the service rendered and the hours volunteered. All Community Involvement Categories must be earned from the date of entry into the Career Development Program.

### **2 CREDIT CATEGORIES:**

Community Relations Projects - Two (2) credits may be earned by any non-Community Relations Officer for each twenty (20) cumulative hours of active, ON or OFF duty, voluntary participation in Department Community Relations program(s). Project participation must be approved in advance by the Career Development Board. Projects may include, but are not limited to: anti-drug programs, Summer Youth Program, department-sanctioned media appearances, youth/school presentations, etc. A maximum of four (4) credits may be earned in this category during a calendar year. These projects are limited to the Village of Tequesta.

## **COMMUNITY INVOLVEMENT**

### **CATEGORIES**

#### ***1 CREDIT CATEGORIES:***

National Night Out (part-time) - One credit may be earned by any officer who participates in the National Night Out for instruction/display during the National Night Out event.

A maximum of two (2) credits may be earned in this category during a 12-month period by participating in two (2) blocks on different days.

## **PROGRAM ADMINISTRATION**

Training and the process by which officers are approved to receive training, is a critical part of career development. The plan encourages officers to request courses that help them support department and career goals. The system reduces the excessive manpower impact of on-duty attendance and supports each member's pursuit of reasonable individualized career training.

In the past, officers competed not only between themselves for space in courses, but against minimum manning requirements. Many officers became frustrated by an inability to obtain desired training because their unit's manpower could not allow it and their chain of command would not approve the requests. The number of openings in courses is limited, in part, because on duty attendance for training is extremely expensive. Salaries are paid to all on duty students in addition to the expense of conducting the course or paying applicable tuition fees.

Career Development recognizes the need to change past practice. Officers have to acknowledge the fact that there are different types of training taken for different reasons.

Career Development training courses are defined as *advanced courses* taken for salary incentive or mandatory retraining credit. Any other Review Committee approved certified training that earns mandatory or salary incentive retraining credit used to satisfy state mandatory retraining minimums may be applied simultaneously to the Department's Career Development Program.

First, there is training that the department orders an officer to take in support of a specific assignment. Second, there is training that is required to meet general training standards (firearms, side-handle baton, use of force, etc.) and to support department objectives; and third, there is training requested to obtain incentive money and/or career development training credits. Regardless, it would involve training the member for personal or career development purposes.

For the above reasons, the numbers of hours of career development courses, which may be taken "on duty", are limited. The program identified specific course titles from which each participant must choose 40 hours of training for Levels I and II, and 80 hours of training for Level III and MPO. Therefore, supervisors and managers shall make every effort to ensure that each participant receives 40 hours of on-duty training for each of the lower two levels and 80 hours of on duty training for each of the upper two levels. (On duty hours need not be used solely for the "required" courses.)

Other training that may be taken on duty, beyond department-wide training, is any management directed course that directly relates to a member's current assignment.

Each officer selects elective training courses with guidance from the career counselor. Elective courses approved and scheduled through the division training coordinator are paid for by the Village, but are taken on the member's own time. This is both appropriate and consistent with private sector practice. The primary benefits to the Village are the monetary and manpower savings. More importantly, though, officers gain by courses not being restricted to those members who can be spared from line duties. Within scheduling constraints, off duty courses may be offered as often as members' need and demand requires. Further, like college courses, they may be offered both during the morning and evening for officers on rotating shifts.

Repetitive yearly and other Departmental mandatory retraining, including firearms, human diversity, domestic violence, defensive tactics, CPR, first responder, etc., *will not* count towards the career development plan.

## **REVIEW COMMITTEE**

The Review Committee is critical to the fair and consistent application of career development standards. The committee is responsible for reviewing and recommending all advancements and questions regarding the program and has oversight responsibility concerning the administration of the program by the career counselor.

The Review Committee includes two (2) sworn voting members chosen from a roster of volunteers; one (1) non-sworn member chosen from a roster of volunteers; one (1) member will be picked by management and one (1) by union, non-management personnel.

The career counselor serves as recording secretary and a non-voting committee member.

When the Chief deems it necessary, the program may be modified to ensure that it remains both challenging and attainable. Only those aspects of the program specifically cited in negotiations between the Village and the Union, as bargaining issues (i.e., benefits, financial incentives, etc.) may not be modified.

Recommendations by the Review Committee will be based on the vote of a quorum with the majority deciding the issue. Committee members shall set their own meeting schedule, but in no case shall allow personnel issues ready for determination to remain unresolved for more than 45 days without submitting them to the Chief of Police for approval. The Review Committee will identify and formalize the process by which they conduct business.