

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF LANTANA

AND

**PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

OCTOBER 1, 2020

THRU

SEPTEMBER 30, 2023

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**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 and RC-2015-013.

Section 2

All fulltime non-sworn personnel in the classifications of police dispatcher and communications supervisor and all sworn fulltime law enforcement personnel employed by the Town of Lantana in the classifications of patrolman, detective, and sergeant are included in the Collective Bargaining Unit.

Section 3

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 parties 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 utilize the Employee Organization Time Pool and the Town's judgment as to its operating needs at any time shall prevail.

The Employee Organizational Time Pool shall not be treated as time worked for the purpose of computing overtime.

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 Commander, in writing, within five (5) 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 Commander shall provide an answer in writing within five (5) working days. Failure of the 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 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. When a panel is received from the FMCS, either party may reject one complete list of arbitrators.

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

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 and Communications Supervisor 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 for position of Sergeant 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.

To be eligible to participate in the testing process for the position of Sergeant a sworn bargaining unit member must have at least three years continuous service as a full time police officer with the Town of Lantana as of the date test.

Section 4 – Sworn member only

For any candidate to obtain placement on the Sergeant's promotional eligibility list he/she must have achieved an overall score of at least 60. Only the top three candidates who have at least three years continuous service as a full time police officer with the Town of Lantana and a total of at least five years of full time service as a law enforcement officer will be interviewed by the Chief of Police. The Chief will select a candidate from the three qualified finalists. If there are less than three qualified finalists, the Chief may select a candidate for promotion or retest. A member who is promoted to Sergeant 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

Officers who are promoted to Detective shall receive a 10% increase to their hourly rate up to the maximum hourly rate established in Article 33 (Wages).

Officers who are promoted to Sergeant shall receive a 15% increase to their

hourly rate up to the maximum hourly rate established in Article 33 (Wages). If the salary increase is less than the minimum hourly rate established in Article 33 (Wages), the member's hourly rate will be increased to the minimum rate of the promoted position.

Detectives who are promoted to Sergeant shall receive a 5% increase to their hourly rate up to the maximum hourly rate established in Article 33 (Wages). If the salary increase is less than the minimum hourly rate established in Article 33 (Wages), the member's hourly rate will be increased to the minimum rate of the promoted position.

Section 6

Dispatchers who are promoted to Communications Supervisor shall serve a ninety (90) day probationary period in the new position. His/her base salary shall increase ten percent (10%) or to the minimum hourly rate of the Communications Supervisor, whichever is greater, but shall not exceed the maximum rate for Communications Supervisor.

If a Communications Supervisor is demoted, voluntarily or involuntarily, his/her current pay rate shall be reduced by the percentage increase the employee originally received when promoted to the Communications Supervisor, but shall not exceed the maximum pay rate of the demoted position.

ARTICLE 11 LAYOFFS

Section 1

In the event of a reduction in force bargaining unit members will be laid off in reverse order of seniority based upon their latest date of hire. For example, the most recently hired bargaining unit member will be the first to be laid off.

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 Human Resources personnel. All items contained in such a file shall be available for review.

ARTICLE 14
WORKING OUT OF CLASSIFICATION AND ASSIGNMENTS

Section 1

A bargaining unit member 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 seven percent (7%) increment to base pay for any hours worked. This includes officer in charge ("OIC") and field training officer (FTO).

A police Dispatcher who is required to accept the responsibilities and carry out the duties of the Communications Supervisor shall receive a 7% increase to their hourly rate for any hours worked.

Section 2

Police officers assigned to Investigator positions shall receive a 7% increase to base pay for the duration of that assignment.

Any bargaining unit member assigned to Evidence Custodian shall receive a 3% increase to base pay for the duration of that assignment.

Dispatchers and Communication Supervisors shall receive a 7% increase to their hourly salary for the amount of time spent training other dispatchers or law enforcement officers.

Dispatchers and Communication Supervisors assigned as the Terminal Agency Coordinator (or equivalent) shall receive a 3% increase to their hourly salary for the duration of that assignment.

ARTICLE 15 SENIORITY

Section 1

Sworn members - Seniority is defined as the total length of continuous service with the Town, computed from the date of last hire. Seniority runs from the date of swearing in as a Law Enforcement officer and date of promotion to sergeant.

Non-sworn members – Seniority is defined as the total length of continuous service with the Town, computed from the date of last hire as a full time dispatcher. Seniority runs from the date of hire as a police dispatcher.

Section 2

Probationary Period - New bargaining unit members 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 bargaining unit members are considered to be probationary, meaning in part that they are subject to discipline, up to and including dismissal, without cause or recourse to the grievance procedure.

Section 2

The following list of causes which shall be deemed just reasons for severance of the employment relationship, including, but not limited to:

- (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

Bargaining unit members 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 "fitness for duty" problem.
- (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 LEAVE OF ABSENCE

The Town may grant 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.
- (h) employees must exhaust all available leave time prior to taking unpaid 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 determines when they will be observed. However, 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

Members who are required to work on an official Town holiday will receive their regular pay plus eight hours of holiday pay. Holiday time will count as hours worked for those employees who work the day of the holiday. Members will receive one (1) personal holiday day equal to his/her normal shift hours.

Bargaining unit members who are assigned full time to the Detective Bureau for the positions of Detective Sergeant, Detective, and Investigator shall have holiday time count as time worked for the purposes of computing overtime hours, regardless if they physically worked or not.

Section 4

Sworn members who are not required to work (including those on scheduled days off) and non-sworn members 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. Holiday time in this section shall not count as hours worked.

Section 5

A member who is selected as the Employee of the Quarter shall receive a bonus day off equal to their scheduled shift hours. Time shall not count as hours worked for computing overtime.

ARTICLE 25 ANNUAL LEAVE

Section 1

Sworn members shall accrue annual leave (vacation leave) on a per hour basis and will be consistent with the leave schedule provided herein. Annual leave accruals will occur when a sworn member is paid for actual hours worked, paid sick leave, and/or paid annual leave, up to a maximum of eighty-four (84) hours per two week pay cycle. Sworn members shall accrue annual leave on the following per hour basis:

<u>Years of Service</u>	<u>Hours Accrued Per Hours Worked</u>	<u>Maximum Hours Accrued Annually</u>
1-5	.0385	84
6-8	.0462	101
9-15	.0577	126
16 or more	.0770	168

Non-sworn members' annual leave (vacation leave) shall be accrued on a per hour basis and will be consistent with the leave schedule provided herein. Vacation leave accruals will occur when an employee is paid for actual hours worked, compensatory time taken, paid sick leave, and/or paid vacation leave, up to a maximum of eighty-four (84) paid hours per two-week pay period.

Each employee shall earn paid annual leave for continuous, uninterrupted service as follows:

<u>Years of Service</u>	<u>Hours Accrued per Hours Worked</u>	<u>Maximum Hours Accrued Annually</u>
Hire date through end of 5 th year	.0385	84
6 th year through end of 8 th year	.0462	101
9 th year through end of 15 th year	.0577	126
16 th year and beyond	.0770	168

Section 2

Annual leave must be requested and approved by the employee's supervisor prior to the leave taking place. All annual leave will be approved based upon operational considerations, anticipated peak workloads, emergency requirements for staff and services, and the availability of qualified substitute staff.

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.

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 for sworn members 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 for employees hired prior to October 1, 2013; employees hired on or after October 1, 2013 will be limited to a maximum of 300 hours. An employee who provides the Town with at least two (2) weeks written notice of intent to separate and has served at least one year with the Town shall receive payment for unused earned annual leave.

Upon resignation of employment, a non-sworn member who has completed one (1) year of continuous service and gives at least two (2) weeks written notice of intent to separate, shall receive payment for unused accrued vacation leave. Non-sworn members hired prior to October 1, 2009, shall be paid for accrued vacation leave remaining at the time of separation of their employment limited to a maximum of 500 hours. Non-sworn members hired or rehired on or after October 1, 2009, shall be paid for accrued vacation leave remaining at the time of separation of their employment limited to a maximum of 300 hours. Any payout from available accruals will be made available to the member the second pay date after time worked.

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 employment 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

Town buy back provision in accordance with Town Personnel Policy (7-1, j).

Section 7

A non-probationary bargaining unit member who goes six (6) consecutive calendar months without utilizing any sick leave hours shall be entitled to one (1) bonus vacation day of eight (8) hours which shall be utilized in accordance with authorized vacation leave procedures. Bonus vacation days will be calculated and earned twice a year on a calendar year basis (July 1st and January 1st of each year).

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 need for sick leave to their supervisor and coordinate leave details with Human Resources personnel 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 eighty (80) paid hours per two-week cycle, (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, leave payout benefit upon separation shall be as provided in Section 3 herein.

Section 3

A sworn member 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 for employees hired prior to October 1, 2013; employees hired on or after October 1, 2013 will be limited to a maximum of 300 hours. The employee must serve

at least one year and provide at least two (2) weeks written notice of intent to separate in order to qualify for compensation.

Upon separation of employment, a non-sworn member who has completed one (1) year of continuous service and provides at least two (2) weeks written notice of intent to separate, shall receive a payout of accrued sick leave based upon the three categories enumerated below. The payout is, however, limited to 500 hours if the employee was hired prior to October 1, 2009. A non-sworn member hired on or after October 1, 2009, the payout will be limited to 300 hours.

- (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

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 7-2(d) 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

In the case of the death of an immediate member of the family (mother, father, sister, brother, child, spouse, stepmother, stepfather, stepchild, mother-in-law, father-in-law, grandchild, foster-child, and grandparents), bargaining unit members will receive up to three (3) scheduled working days (up to 36 paid hours) if the place of burial is less than 300 miles from Town Hall (500 Greynolds Circle, FL 33462) or five (5) scheduled working days (up to 60 paid hours) if 300 miles or greater, without charge to any accrued leaves.

Bereavement leave must be taken within one month and must be taken in consecutive scheduled work days.

A printout from www.mapquest.com, Google Maps, or equivalent, showing the "from" and "to" fields will be sufficient documentation for mileage verification.

In addition, employees may substitute accrued leave for additional paid leave, with Department Director approval. If the leave falls on a holiday, that holiday is considered part of the bereavement leave and is not extended unless the employee elects to use their accrued leave. To receive bereavement pay you must complete the bereavement form and turn it in to your supervisor.

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.

Beginning October 1, 2015, the Town will pay 100% of the base plan health and dental insurance for employee-only coverage. For members hired prior to February 26, 2018, they shall pay 42% of the dependent care cost. For example, if the annual cost of the base plan is \$6,000 and Employee-plus-Spouse is \$9,000, the member will pay \$1,260 $((\$9,000 - \$6,000) \times 0.42)$ annually through payroll deductions. For members hired on or after February 26, 2018, the Town shall pay 100% of the monthly premium of the base health, dental, life, and short term disability insurance for bargaining unit members and 50% of dependent care cost for health and dental insurance.

The Town will maintain at employer cost for the member the following plans: base health plan, base dental plan, \$15,000 of life insurance, and short-term disability insurance.

The Town will continue to offer the following benefits:

- (a) a retirement plan designated for member contributions made as a pre-tax deduction currently known as the Town of Lantana Deferred Compensation Plan
- (b) a flexible spending plan currently known as the Town of Lantana Section 125 Cafeteria Plan
- (c) optional vision insurance paid for by the member

ARTICLE 29
PBA REPRESENTATIVES

Section 1

Bargaining unit members, up to a maximum of three (3) employees in any one instance (two sworn and one non-sworn), 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 designee to the Chief of Police or his authorized designee 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 staffing to maintain the efficiency of operations within the Police Department.

Section 6

Bargaining unit members, up to a maximum of three (3) (two sworn and one non-sworn) 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

Sworn members will work an eighty-four (84) hour/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 0600 hours on Sunday and ends at 0600 hours on Sunday two weeks thereafter.

Non-sworn members will work up to a forty (40) hour/seven (7) day FLSA cycle. The cycle begins at 0600 hours on Sunday and ends at 0600 hours on Sunday one week thereafter.

Section 2

The employer reserves the right to modify work cycles and/or squads, per necessity provided the Union is given fourteen (14) days notice. For work cycle and/or squad modifications where the intended change is equal to or less than fourteen (14) days, members will be paid at their regular hourly rate. For work cycle and/or squad modifications where the intended change is greater than fourteen (14) days, members will be paid at 150% of their hourly rate for hours actually worked until the fourteen (14) days notice is met. This provision does not comply during civil emergency conditions. Bargaining unit members shall select their shift (day or night) and rotation based on seniority. Management may deviate based on articulable operational need.

Section 3

For members vacation time, holiday time (as specified in Article 24 Section 3), 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

Bargaining unit members may voluntarily accrue up to a maximum of seventy-two (72) hours of compensatory time. There is no cap on training/education hours, requiring prior approval. The cap may be exceeded with the Chief's approval. In lieu of receiving overtime pay at time and one-half, employees will have the option of receiving compensatory time with department's approval.

Section 6

A bargaining unit member who is required to appear in court or at a deposition for work-related matters 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.

Section 7

Bargaining unit members assigned to the Detectives Bureau who are 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 overtime rate.

All other bargaining unit members who are called back to work prior to the start of his/her next regularly scheduled shift shall receive a minimum of three (3) hours work at straight time or overtime rate, as applicable.

Section 8

Members wishing to use compensatory time must make a request to do so within a reasonable time, obtain supervisory approval, and such requests must not unduly disrupt operational needs. All compensatory time will be approved based upon operational considerations, anticipated peak workloads, emergency requirements for staff and services, and the availability of qualified substitute staff.

Section 9

Standard Operating Procedure 50.08, Employee Stand-By Procedure will become effective the first complete pay period following ratification by both parties, and may be adjusted with the approval of the Town Manager and Police Chief. With the exception of Section F. Duration of Procedure, the remainder of SOP 50.08 is subject to impact bargaining and Section G(1) Compensation requires the approval by the PBA before any changes can be made or implemented.

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

Section 3 - Additional Conditions:

Approved law enforcement training are classes approved by and enrolled through the department. This excludes training done within the department, i.e. in-service. 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 (1 C.E.U./C.E.C. equals 10 hours) must be approved by the Commander.

The following criteria must be met to satisfy Steps 2 through 13:

1. No more than 72 hours usage of sick time for the fiscal year, not including approved FMLA leave.
2. No punitive discipline 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.

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.

Hourly rates shall not exceed the maximum of the pay range established in accordance with Article 33.

Participation in the program is voluntary.

Sworn officers may advance no more than one (1) step per fiscal year.

Section 4

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.

Section 5

In negotiations for a successor contract, if either party declares impasse on Article 32, the Special Magistrate process will be waived and the impasse will be presented to the Town Council within 30 days.

STEP/ AMOUNT	YEARS OF SERVICE/ DEGREE	REQUIRED TRAINING
Minimum	Less than two year associate degree or less than two years of law enforcement experience.	
2 Not currently in use		
3 + 5% over minimum	Sworn employees or new hires with an associate's degree or higher or four years law enforcement experience or one year service with completion of	

salary	probation status.	
STEP/ AMOUNT	YEARS OF SERVICE/ DEGREE	REQUIRED TRAINING
4 + 5% salary increase	Sworn employees or new hires with six (6) years law enforcement experience ("Training Required" column not applicable) or at least two years continuous service with "Required Training".	<ol style="list-style-type: none"> 1. 20 credit hours college courses with a GPA of 2.0 or better or 2. 120 hours of approved law enforcement training – successfully completed <p>Required course: one of the following</p> <ol style="list-style-type: none"> 1. Radar Operator 2. Narcotics Identification 3. Crime Scene 4. Investigative Interview
5 + 5% salary increase	Sworn employees or new hires with ten (10) or more years of law enforcement experience ("Training Required" column not applicable) or at least three years of continuous service with "Required Training".	<ol style="list-style-type: none"> 1. 40 credit hours college courses with a GPA of 2.0 or better, or 2. 160 hours of approved law enforcement training successfully completed. <p>Required Courses: Two (2) forty (40) hour departmental approved training courses.</p>
6 + 5% salary increase	Sworn employees or new hires with fifteen (15) or more years of law enforcement experience ("Training Required" column not applicable) or at least four years of continuous service with "Required Training".	<ol style="list-style-type: none"> 1. Completion of associate degree, or 2. 240 hours of approved law enforcement training successfully completed. <p>Required Courses: Two (2) forty (40) hour departmental approved training courses.</p>
7 + 5% salary increase	Sworn employees with five years continuous service with "Required Training", or 18 years total experience with 2 years continuous at this department with "Required Training".	<ol style="list-style-type: none"> 1. 80 credit hours college courses with a GPA of 2.0 or better, or 2. 320 hours of approved law enforcement training successfully completed <p>Required courses:</p> <ol style="list-style-type: none"> 1. One (1) departmental approved 80 hours, 6 credit hours or 8 C.E.U. 2. One (1) additional forty (40) hour departmental approved training course in the area of investigations, emergency management or supervision.

STEP/ AMOUNT	YEARS OF SERVICE/ DEGREE	REQUIRED TRAINING
8 + 5% salary increase	Sworn employees with six years continuous service with "Required Training", or 20 years total experience with 4 years continuous at this department with "Required Training".	1. Completion of Bachelor's degree, or 2. 400 hours of approved law enforcement training successfully completed. Required courses: 1. One (1) departmental approved 80 hours, 6 credit hours or 8 C.E.U. 2. Two (2) additional forty (40) hour departmental approved training courses in the area of investigations, emergency management or supervision.
9 + 5% salary increase	Sworn employees with seven years continuous service with "Required Training", or 25 years total experience with 5 years continuous at this department with "Required Training".	1. Completion of Master's degree, or 2. 480 hours of approved law enforcement training successfully completed
10 + 5% salary increase	Sworn employees with eight years continuous service with "Required Training", or 25 years total experience with 6 years continuous at this department with "Required Training".	1. Completion of Master's degree, or 2. 560 hours of approved law enforcement training successfully completed
11 + 2.5% salary increase	Sworn employees with ten years continuous service with "Required Training", or 25 years total experience with 8 years continuous at this department with "Required Training".	1. Completion of Master's degree, or 2. 600 hours of approved law enforcement training successfully completed.
12 + 2.5% salary increase	Sworn employees with twelve years continuous service with "Required Training", or 25 years total experience with 10 years continuous at this department with "Required Training".	1. Completion of Master's degree, or 2. 640 hours of approved law enforcement training successfully completed
13 + 2.5% salary increase	Sworn employees with fourteen years continuous service with "Required Training", or 25 years total experience with 18 years continuous at this department with "Required Training".	1. Completion of Master's degree, or 2. 720 hours of approved law enforcement training successfully completed

Section 6 – Non-sworn Members

Non-sworn bargaining unit members will participate in the Town's Pay for Performance established in Chapter 5 of the personnel policies.

ARTICLE 33 WAGES

Effective October 1, 2021, all bargaining unit employees shall receive an adjustment to minimum salary in an amount equal to 4.1% which is comprised of a 2.6% Cost of Living Adjustment (COLA) and a 1.5% salary adjustment. Sworn members' pay matrix is established in Appendix "B". The maximum Dispatcher and Communications Supervisor salary will equal 150% of the applicable base salary with additional information in the chart below.

Effective October 1, 2022, all bargaining unit members' pay rates and minimum pay rates shall increase by an amount equal to the percentage change when comparing Lantana's minimum Officer salary to the minimum salary of other Palm Beach County law enforcement agencies. Comparison will be prepared by Management. Additionally, a Cost of Living Adjustment (COLA) will be included to equal the All Urban Consumer Price Index (CPI) for the month of March 2022.

Any pay increase (including Career Development) after September 30, 2022, are subject to the parties agreeing to the same, and if no agreement is reached, the bargaining unit members' salaries will remain frozen at their existing rate until a new agreement is reached.

TOWN OF LANTANA PAY PLAN RANGES FY 2021/2022 AT 2,184 ANNUAL HOURS

Title	Minimum Hourly Rate	Annual	Maximum Hourly Rate	Annual	Min-Max%
Dispatcher - Non-certified	21.245	48,608.56 ✓	26.556	60,760.13	25.0%
Dispatcher	22.363	51,166.54 ✓	33.545	76,750.96	50.0%
Communications Supervisor	25.890	59,236.32 ✓	38.835	88,854.48	50.0%

Maximum may be exceeded where an employee receives additional pay pursuant to Article 14.

Annual amounts are calculated for informational purposes. Members are paid by the hourly rate.

Dispatcher and Communications Supervisor annual amount are calculated using 1,976 hours paid at straight rate and 208 hours paid at time-and-a-half. Actual amounts will differ.

When hiring non-sworn members above the minimum hourly rate, the Administrative Hiring Process Policy shall be followed.

Extra Duty Detail officer pay shall be paid at \$40.00 per hour. For extra duty detail worked on Town holidays, Christmas Eve and Super Bowl Sunday, officer pay shall be \$50.00 per hour.

A two-thousand-dollar (\$2,000) pre-tax lump sum, non-pensionable payment will be paid within three pay dates following a ratified agreement for all CBA members who were:

1. employed as a full time CBA member on October 1, 2021; and
2. continuously employed as a full time CBA member after October 1, 2021 and have not submitted a letter of resignation as of the date the amount is paid.
3. FMLA and military leave does not adversely affect payment.

ARTICLE 34
LONGEVITY BENEFIT PROGRAM

During the term of this agreement, employees shall receive longevity pay in accordance with Appendix "A." Sworn members hired after October 1, 2005 will not receive longevity pay. Non-sworn members hired or rehired on or after October 1, 2004 are not eligible for the longevity benefit program.

ARTICLE 35
UNIFORM ALLOWANCE AND ASSIGNED VEHICLE CHARGE

SECTION 1

Sworn bargaining unit members assigned to plain clothes or non-uniform duty will be responsible for the care and maintenance of their clothing. Sworn member(s) assigned to plain clothes or non-uniform duty may receive a clothing allowance of \$23.08 per 14 day pay cycle. Sworn members assigned to Uniform Division shall receive a shoe allowance of \$5.77 per 14 day pay cycle.

SECTION 2

Bargaining unit members who are exclusively assigned vehicles for the purpose of twenty four hour (24) availability, e.g. call-outs, must reimburse the Town in the sum of \$50.00 per 14 day pay cycle.

ARTICLE 36 PENSION BENEFITS

Section 1

All sworn members shall contribute 8% of their pensionable earnings to the Police Relief and Pension Fund.

Section 2 – Sworn Members

Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the Town of Lantana Police Relief and Pension Fund (the "Plan"), except as provided below. All changes to the existing Plan will take effect upon adoption of an ordinance implementing the pension changes (the "effective date").

Section 3 – Sworn Members

Plan benefits and member contributions for credited service on and after the effective date will be the same as the Plan provisions in effect prior to the effective date, except as follows:

- a. The in-line-of-duty disability benefit will be revised to provide the greater of the member's accrued benefit or 42% of average final compensation, with no minimum service requirement.
- b. The non-duty disability benefit will be revised to provide the greater of the member's accrued benefit or 25% of average final compensation.
- c. The monthly supplemental benefit will be revised for employees hired after March 27, 2017, to provide a maximum benefit of \$350.00 per month.

Section 4 – Sworn Members

The parties agree that all Ch. 185 premium tax revenues received in the future shall be applied to reduce the Town's annual required contributions to the Plan, and that all accumulated excess Ch. 185 premium tax revenues (if any) will be applied to reduce the Town's annual required contribution to the Plan.

Section 5 – Sworn Members

Share Plan. The parties agree that, in accordance with Section 185.35, Florida Statutes, a defined contribution plan ("share plan") will be established as a component of the Plan, but will not be activated unless and until the parties mutually agree that a portion of the Ch. 185 premium tax revenues received by the Town will be allocated to fund the share plan. The provisions of the share plan shall be negotiated by the Town and the Union at the time Ch. 185 premium tax revenues are allocated to fund the share plan.

Section 6 – Sworn Members

The parties agree beginning October 1, 2017 members currently employed or who retire on or after this date shall receive an annual cost of living adjustment (COLA) equal to the preceding March's All Urban Consumer Price Index (CPI) in an amount not to exceed 2.5% effective October 1st of each year. The COLA is not to exceed one percent (1%) for members hired on or after October 1, 2017. If the CPI is negative, no adjustment shall be made. Additionally, the "13th" check provision currently in place shall be deleted effective September 30, 2017.

Section 7 – Non-Sworn Members

Non-sworn members shall participate in the Town's defined contribution plan.

ARTICLE 37
EMPLOYMENT RELATIONSHIPS (NEPOTISM)

Section 1

It is the Town's intent to comply with Palm Beach County Code of Ethics regarding Nepotism.

Members in a managerial or supervisory capacity may not be appointed, employed, promoted, or advanced to a position in the department where they exercise regulation, evaluation or control over any individual who is a relative, spouse, or domestic partner of a Town employee, nor may they advocate for these things.

Section 2

Members who change their relationship by marriage or adoption or other means while working within the same department shall not both continue their employment in the same department if one supervises or evaluates the other.


Section 3

Supervisors who are involved in the recruitment and hiring process in any way shall excuse themselves if a relative, spouse, or domestic partner is being considered for employment.

**ARTICLE 38
DURATION**

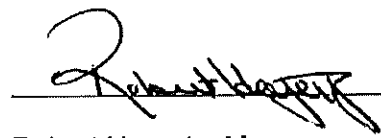
Unless otherwise stated, this agreement shall become effective the first complete pay period following ratification by the parties and shall continue in full force and be effective until midnight on September 30, 2023. Each party shall have the right to reopen Article 33 (Wages) and /or one (1) other article for the Fiscal Year ending September 30, 2023.

FOR THE PBA




John Kazanjian, President

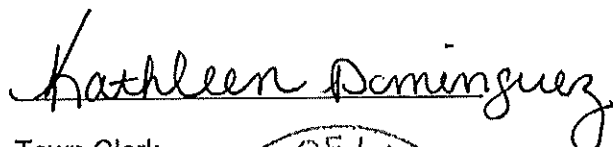
FOR THE TOWN OF LANTANA



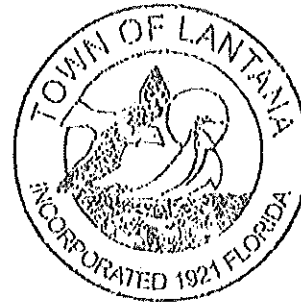
Robert Hagerty, Mayor



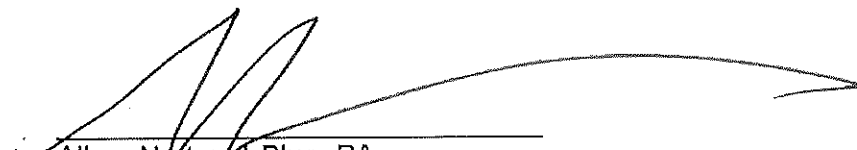
Shawn Johnson, PBA Representative



Town Clerk



**REVIEWED AS TO FORM AND
LEGAL SUFFICIENCY:**



Allen, Norton & Blue, PA

APPENDIX "A"

LONGEVITY BENEFIT PROGRAM

The longevity benefit 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. Longevity will be paid by the 2nd bi-weekly pay period of the month.
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 benefit 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 benefit. The amount is not accrued but is due and owing only on the anniversary date.

APPENDIX "B"

Town of Lantana													
Appendix "B" Step Matrix as Defined in Articles 32 & 33													
Hourly rates may be exceeded where an employee receives additional pay pursuant to Article 14.													
<u>Officers, Detectives, and Newly Hired or Promoted Sergeants</u>													
Position	Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Officer	\$ 26,719	N/A	\$ 28,055	\$ 29,458	\$ 30,931	\$ 32,478	\$ 34,102	\$ 35,807	\$ 37,597	\$ 39,477	\$ 40,464	\$ 41,476	\$ 42,513
Detective (10% above Officer)	\$ 29,391	N/A	\$ 30,861	\$ 32,404	\$ 34,024	\$ 35,726	\$ 37,512	\$ 39,388	\$ 41,357	\$ 43,425	\$ 44,510	\$ 45,624	\$ 46,764
Sergeant (15% above Officer)			\$ 33,877	\$ 35,571	\$ 37,350	\$ 39,217	\$ 41,178	\$ 43,237	\$ 45,399	\$ 46,534	\$ 47,697	\$ 48,890	
<u>Existing Sergeants (until terminations, resignations, retirements, or promotions)</u>													
Sergeant	Article 32												
Eddy, James; Navas, Daniel; Oquist, Matt; Laganas, Constantine	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13					
Schaaf, Troy	\$ 42,041	\$ 44,143	\$ 46,350	\$ 48,668	\$ 51,101	\$ 52,379	\$ 53,688	\$ 55,030	\$ 50,238	\$ 51,494	\$ 52,781		

SIGNATURE PAGE

In WITNESS WHEREOF, the parties have executed this Agreement on the 11th day of October, 2021.

FOR THE TOWN OF
LANTANA

[Signature]
Town Manager

[Signature]
Robert Hagerty, Mayor

FOR THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION

[Signature]
John Kazanjian, PBA President

[Signature]
PBA Representative

Ratified by the Town of Lantana on the 11th day of October, 2021.

Ratified by the PBA on the 17th day of Sept., 2021.

Confirmed by:

[Signature]
Robert Hagerty, Mayor

Kathleen Dominguez
Town Clerk

Confirmed by:

[Signature]
John Kazanjian, PBA President

