



CERTIFIED LAW ENFORCEMENT EMPLOYEES
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE
DAVIE LODGE #100

October 01, 2010 through September 30, 2013

CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
 THE TOWN OF DAVIE, FLORIDA AND THE FRATERNAL ORDER OF POLICE, DAVIE LODGE #100
 OCTOBER 01, 2010 TO SEPTEMBER 30, 2013

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PREAMBLE

This Agreement is entered into by the Town of Davie, Florida, hereinafter referred to as the "Town," and the Fraternal Order of Police, hereinafter referred to as the "Union," for the purpose of promoting harmonious relations between the Town and the Union to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and conditions of work, and other conditions of employment and to encourage more effective employee service in the public interest.

This Union understands that the Town is engaged in furnishing essential public service which affect the health, safety and welfare of the general public and the Union recognizes the need to provide continuous and reliable service to the public.

This agreement reduces to writing the understanding of the Town and the Union to comply with the requirements contained in Chapter 447 Florida Statutes as amended.

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ARTICLE 1

UNION RECOGNITION

In accordance with the Public Employees Relations Commission Certification Number 1035, the Town recognizes the Union as the exclusive Bargaining Agent to represent the below-described public employees for the purposes of collective bargaining with respect to wages, hours, health, safety and terms and conditions of employment:

- Included: Full time sworn law enforcement personnel in the classification of police officer, police sergeant and police lieutenant.
- Excluded: All other employees of the Town of Davie.

ARTICLE 2

MANAGEMENT RIGHTS

The Union agrees that the Town has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the Town has not officially abridged, delegated or modified by the provisions of this agreement are retained by the Town. The rights of the Town, through its management officials, shall include but shall not be limited;

- to the right to determine the organization of Town Government;
- to determine the purpose of each of its constituent departments;
- to exercise control and discretion over the organization and efficiency of operations of the Town;
- to set standards for service to be offered to the public;
- to direct the employees of the Town;
- to schedule employees in positions with the Town in accordance with Article 28 of this agreement;
- to suspend, demote, discharge, or take other disciplinary action against employees for just cause; (Where the term “just cause” means real cause or basis for dismissal as distinguished from arbitrary whim or caprice. That is, some cause or ground that a reasonable employer acting in good faith in similar circumstances would regard as good and sufficient basis for terminating the service of an employee.)
- to increase, reduce, change, 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;
- to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- to establish, modify, combine or abolish job pay positions;
- to determine the method and means for selection for initial hire and for promotions in accordance with Article 15 of this agreement;
- to change or eliminate existing methods of operation, equipment or facilities;
- to formulate, amend, or modify rules, regulations, and procedures, in accordance with Article 14 of this agreement.

However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matter have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

The Town has the sole authority to determine the purpose and mission of the Town, to prepare and submit budgets to be adopted by the Town Council. Those inherent managerial functions, prerogatives and policy-making rights which the Town has not expressly modified or restricted by a specific provision of this agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

In the event the Town exercises its management rights pursuant to Article 2 in such a manner so as to materially affect a bargaining unit employee’s wages, hours, or terms and conditions of employment, the Town agrees to the following procedure. The Town will provide the FOP with written notice of its determination. The FOP will have seven (7) calendar days within which to request impact bargaining. Said request shall be in writing and shall identify the alleged impact of the Town’s determination. If the union determines that a change materially affects a bargaining unit employee’s wages, hours, or terms and conditions of employment, then the union will provide the Town notice of the alleged impact and request impact bargaining within seven (7) days of discovering the change. Said request shall be in writing and shall identify the alleged impact of the Town’s determination. The parties will engage in impact bargaining within ten (10) working days. Impact bargaining will be conducted in accordance with state law.

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ARTICLE 3

PREVAILING RIGHTS

It is acknowledged that during negotiations which resulted in this agreement the Union had the unlimited right and opportunity to make proposals with respect to all proper subjects within the scope of representation. Therefore, all terms and conditions of employment not covered by this agreement shall continue to be subject to the Town's direction and control. However, during the term of this agreement the Union and the Town may meet and confer upon matters of mutual interest, and benefits enacted by this contract, shall be changed only through mutual consent of the Union and Town.

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ARTICLE 4

SERVICES TO THE UNION

- 4.1 The Town shall furnish the Union office a current copy of all written rules or regulations pertaining to employer/employee relations: Police Department Rules and Regulations, Police Department Policy and Procedures, and similar material distributed to members of the bargaining unit. Said documents may be distributed electronically.
- 4.2 Union representatives shall be allowed to communicate official union business to members in non-work areas during breaks, lunches, and before and after work.
- 4.3 The Town shall provide on a semi-annual basis a copy of the roster which includes names, step and grade of bargaining unit members upon written request of the Union.

ARTICLE 5

UNION BUSINESS

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149 5.1 Up to two (2) on-duty members of the Union's bargaining team shall be allowed to attend official bargaining sessions
150 without loss of pay. The Chief may, in his discretion, permit additional on-duty union representatives to attend
151 bargaining sessions with no loss of pay.
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153 5.2 The Town shall permit up to two (2) on-duty Union representatives (without loss of pay) to discuss working
154 conditions, process grievances, and consult with Town officials at a time and under circumstances which are mutually
155 agreeable.
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158 5.3 A. The Town shall permit four Union delegates to attend the Florida State Lodge Fraternal Order of Police board
159 meetings and conference in February, June and October utilizing the Union time pool. The Union President will give
160 the Chief of Police thirty (30) days notice of the personnel attending and the dates of the event. This time off will not
161 be denied except in the case of an Emergency.
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163 B. In the case where a Pension meeting or official pension conference/training is scheduled during an employee's
164 work hours, The Town shall permit members of the Pension Board of Trustees to attend with no loss of pay.
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167 5.4 Union Time Pool:
168
169 A. Active members will contribute vacation time to the Union Time Pool from the first full pay period of October
170 each year. The Union President will notify Human Resources of the amount to be deducted, to a maximum of
171 2 hours per member, by September 15. Donated time will be recorded by the Town as dollar value in and
172 dollar value out.
173
174 B. Other than provided above or elsewhere in this Agreement, any employee and/or Union representative or
175 official desiring to take time off from work in order to conduct or be involved with Union business or matters
176 (including pension related matters including, but not limited to attendance at pension seminars and conferences)
177 must either utilize unpaid leave or time from the Union Time Pool. Charges against the Union Time Pool will
178 only be made when authorized in writing by the FOP president or his/her designee.
179
180 C. Authorization by the Union president or designee for an employee to use the Union Time Pool must be
181 submitted in writing before such assignment is effective. There will be no cost to the Town for Union leave
182 pool utilization. Under normal circumstances pool utilization will include the reasonable notice and approval
183 of forty-eight (48) hours.
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185 D. In no event may the Union Time Pool exceed \$30,000.

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ARTICLE 6

PROHIBITION OF STRIKES

- 6.1 Union Activity: The Union agrees that it will not, under any circumstances or for any reason, including alleged or actual breach of this agreement by or sympathy for or support of the employees or Union, call, encourage, authorize, ratify or engage in any strike or other illegal labor action as defined in current Florida Statutes. However, the employees shall have the right to engage in concerted activities not prohibited by Law for the purpose of collective bargaining or other mutual aid or protection.

- 6.2 Employee Activity: Each and every employee in the Bargaining Unit covered by this agreement agrees that he will not, under any circumstances or for any reason including alleged or actual breach of this agreement by the Town or in sympathy for or support of other employees or Union, engage in a strike, or other illegal labor action.

Any employee who participates in or promotes a strike, work stoppage or other similar form of interference with the operation of the Police Department shall and will be subject to disciplinary action, up to and including discharge.

ARTICLE 7

BULLETIN BOARDS

- 7.1 The Union shall be authorized exclusive use of suitable bulletin boards, at locations designated by the Town.
- 7.2 The Union agrees that it shall only use space on bulletin boards provided for Union business and will not be used for any political purposes or endorsements to criticize public officials.
- 7.3 All Union materials placed on all bulletin boards shall be signed by the Union President or his designee and copies of any materials to be posted shall be forwarded to the Department Head or his duly authorized Agent.
- 7.4 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for maintaining such bulletin boards in an orderly fashion.

ARTICLE 8

DUES CHECK OFF

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- 8.1 The Town agrees to deduct, once each pay period, the Union dues of said employees who individually and voluntarily certify in writing on the prescribed Authorization to Deduct form (Appendix A), that they authorize such deductions. No authorization shall be allowed for payment of initiation fee, assessment or fines. Any change in the amount of the dues to be deducted will require the Union President, or his designee, to submit a letter to the Town with new dues amount indicated thereon. Any change in the amount of the Union dues would be effective in a time reasonable, not to exceed thirty (30) days, to allow the Town to make necessary technical and administrative payroll changes and program adjustments.
 - 8.2 Administrative fees for dues deduction shall not be assessed so long as the F.O.P. is the bargaining agent for the Davie Police Department. The Town shall remit, once each month, monies collected during the previous month. The Town remittance will be deemed correct if the Union does not give written notice to the Town within thirty (30) days of a remittance receipt on its belief with reasons stated thereof, that the remittance is incorrect.
 - 8.3 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Union and not the Town.
 - 8.4 No deduction shall be made from the pay of any employee for any payroll period which the employee's net earnings for the payroll period, after other deductions, are less than the amount of dues to be checked off.
 - 8.5 The Union will indemnify, defend and hold the Town harmless against any claims made and against any suit instituted against the Town on account of the administration of this Article.
 - 8.6 Any employee may withdraw his membership in the Union upon written request and thirty (30) days notice to the Town and Union.
 - 8.7 Dues shall be deducted bi-weekly and funds shall be sent monthly to the Fraternal Order of Police Labor Council, 5811 Memorial Hwy. – Suite 205, Tampa, FL 33615 or Davie Fraternal Order of Police, P. O. Box 291985, Davie, FL 33329-1985, whichever is designated in writing with reasonable notice, along with a dues deduction name roster.

ARTICLE 9

NON-DISCRIMINATION AND INDIVIDUAL RIGHTS

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252 9.1 The Town agrees not to discriminate against any bargaining unit member by reason of race, national origin, religion,
253 color, sex, sexual preference, disability, or union membership or non-membership.
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255 9.2 No employee shall be subjected to harassment, intimidation, or coercive action for invoking any right or privilege
256 granted to employees by any Federal or State law, or local ordinance under the terms of this Agreement.
257
258 9.3 Employees shall have the right to join in or refuse to join in Police Union activities without interference or
259 intimidation/coercion by either the Town or the Police Union. Further, employees shall enjoy all the rights and
260 privileges as outlined in this Agreement.

ARTICLE 10

EMPLOYEE DISCIPLINARY PROCEDURES

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- 10.1 Members covered by this agreement shall have the right to inspect any letter of reprimand within a reasonable period of time, which is hereafter placed in the member's official personnel file as a result of supervisory action. Any member receiving a letter of reprimand from a supervisor may, within ten (10) days of the issuance of said letter of reprimand, file a written response thereto. At the member's request, any such written response shall be included in the member's official personnel file together with the letter of reprimand. Employees covered by this Agreement will be notified in writing of any reprimand or disciplinary action in order for it to be effective and before it is placed in the member's personnel file.
 - 10.2 There shall be only one (1) set of personnel files for each individual employee which shall be maintained in the Town Hall.
 - 10.3 Members covered by this agreement shall be able to exercise their rights of inspection of their individual personnel file upon request to the custodian of employee personnel files.
 - 10.4 The Union shall be notified of all disciplinary action (reprimand or greater) taken against any bargaining unit member within five (5) days of the action, excluding weekends and holidays. A delay in giving notice to the Union will have no affect on the disciplinary action nor will it expand grievance/arbitration time limits.
 - 10.5 The Town hereby, recognizes and agrees to comply with the Law Enforcement and Correctional Officers' Bill of Rights as per Florida Statutes, and this agreement reserves all rights to employees provided for under Section 112.532, et seq. Florida Statutes during the term of this agreement.
 - 10.6 No letter of reprimand shall be placed into a member's official personnel file until any and all grievances regarding said reprimand have been heard. If a member grieves a disciplinary action, and the grievance is decided in favor of the member, only the final disposition shall remain in the employee's personnel file. All other official documents, including the original discipline document, will be kept in a separate file, in order to comply with Florida Statute 119, related to Public Records.
 - 10.7 All member's shall be notified in writing when a public records request has been received for the members personnel or Internal Affairs file; and the member will be given the opportunity to review copies of documents to be disclosed pursuant to such request prior to said disclosure. The member may receive copies of said documents at cost.

ARTICLE 11

GRIEVANCE PROCEDURE

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300 11.1 The purpose of this article is to provide exclusive machinery for the fair, expeditious and orderly adjustment of
301 grievances regarding contract and disciplinary disputes involving the interpretation or application of this collective
302 bargaining agreement.
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- 304 11.2 Any formal grievance filed shall be on proper forms agreed to by the parties and shall cite the provisions of the
305 Agreement (i.e. article & section) alleged to have been violated and shall set forth the facts pertaining to the alleged
306 violation(s). Grievance forms submitted which do not contain the above information and are incomplete, shall be
307 returned to the employee(s) or the Union to be refiled within the time period provided for in Section 11.5.
308
- 309 11.3 Grievance discussions will be scheduled and will be conducted by the department with notice to the employee. The
310 aggrieved employee shall suffer no loss of pay or benefits for the time required for such meetings. Whenever
311 practical, grievance discussions will be held during the grievant's tour of duty, or within two (2) hours of the start or
312 end of the employee's tour of duty.
313
- 314 11.4 Nothing in this section shall be construed to prevent an employee from presenting, at any time, his/her own grievance
315 without representation through Step 4.
316
- 317 11.5 An employee who wishes to submit a grievance must submit a grievance in writing within fifteen (15) business days
318 (Monday through Friday, excluding Saturdays, Sundays, and Holidays) after the occurrence (or notification to
319 member, i.e. member being on leave when action occurred or similar situation which would delay awareness) of the
320 matter from which the grievance arose. A grievance which is not filed within the time limits or according to the
321 procedures set forth herein shall be foreclosed for all contractual and legal purposes. A grievance not responded to
322 within the time limits set forth herein, shall give the grievant the automatic right to proceed to the next step. The
323 Town and the grievant or the Union may mutually agree to hold a grievance in abeyance. If a grievance is not
324 processed by the Town in a timely manner, and if the grievance is pursued to arbitration, the arbitrator will determine
325 the effect of the Town's untimeliness. Whenever the Town challenges a grievance (whether it be initial filing or
326 alleged untimely processing) the Union and/or the individual grievant will have the burden of proving when the
327 grievance was actually filed and/or presented to management unless "service" is made by hand delivery and/or
328 certified mail, return receipt requested.
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- 331 11.6 The formal grievance steps are as follows:
332
- 333 Step 1
- 334 a. The employee(s) shall file the grievance in writing within fifteen (15) business days (Monday through Friday,
335 excluding Saturdays, Sundays, and Holidays) of its occurrence (or notification to member, i.e. member being on
336 leave when action occurred or similar situation which would delay awareness) of this matter to the employee's
337 Major on the prescribed grievance forms which shall be standard and used throughout the grievance procedure.
338
- 339 b. The Major within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays)
340 of receiving the grievance may conduct a meeting with the employee or the employee and the Union. The Major
341 shall notify the employee or the employee and the Union, in writing, of his/her decision within ten (10) business
342 days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) (or longer period of time as mutually
343 agreed upon) after the grievance hearing was held.
344
- 345 Step 2
- 346 a. If the grievance is not resolved to the employee's satisfaction (or in the case of when the Union files a grievance,
347 the Union's satisfaction), as rendered in Step 1, the employee or the employee and the Union shall forward the
348 grievance in writing to the Chief of Police, within ten (10) business days (Monday through Friday, excluding
349 Saturdays, Sundays, and Holidays) (or a longer period of time as mutually agreed upon) of receipt of the decision
350 rendered in step 1.
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- b. The Chief of Police shall gather the facts and conduct a meeting within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) with the employee or the employee and the Union. The Chief of Police shall notify the employee and Union, in writing, of his/her decision within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) (or longer period of time as mutually agreed upon) after the grievance hearing was held.
- c. If the grievance was a result of an action or ruling made by the Chief of Police, the grievant may file the initial grievance with the Chief of Police at Step 2 in the grievance process without delay.

Step 3

In the event the member is not satisfied with the disposition of the grievance in Step, 2 he/she shall have the right to appeal the Chief's decision to the Town Administrator or his/her designee within ten (10) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) of the date of the issuance of the Chief's decision. Such appeal must be accomplished by the filing of a copy of the original written grievance together with a letter signed by the member, or, at the member's option, the President of the Employee Organization, requesting that the Chief's decision be reversed. The Town Administrator or his/her designee, shall, within fifteen (15) business days (Monday through Friday, excluding Saturdays, Sundays, and Holidays) of the filing of the appeal (or some longer period of time as is mutually agreed upon) render his/her decision in writing with a copy to the Employee Organization. Grievant shall receive his/her notice by certified mail and the Union shall be noticed by phone to pick up a copy within five (5) working days and if not picked up by the Union, the Town will send a certified letter to the Union President or his designee. Class action grievances may be submitted at Step 3. In the case of a class action grievance, notice will be given only to the Union.

- 11.7 The aggrieved shall be given reasonable notice of the grievance hearings as provided herein.
- 11.8 If any grievance is not satisfactorily resolved by the foregoing procedure, the Union or the Town may proceed to Arbitration according to Article 12. Should the Union decide to proceed to Arbitration and the Town has not provided the Union with a response by the deadlines indicated above in Step 3 of Section 11.6 or by a mutually agreed upon extended deadline, the Town will be responsible for reimbursing the Union the fee for filing for arbitration with the Federal Mediation and Conciliation Service.
- 11.9 Nothing contained in this Agreement shall prevent any bargaining unit member from presenting, at any time, his/her own grievance(s) without the intervention of the Bargaining Agent up to and including Step 3 of the grievance procedure. Further, nothing in this Agreement shall prevent any member from discussing a problem directly with his/her immediate supervisor or other department official without the intervention of the employee organization provided that the immediate supervisor or other departmental official agrees to discuss and/or attempts to resolve the matter outside the formal grievance procedure. It is not the purpose or intent of this article to interfere with the Chain of Command of the Davie Police Department.
- 11.10 The time limits defined hereinabove may be mutually extended in writing.

ARTICLE 12

ARBITRATION

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396 12.1 If any grievance is not satisfactorily disposed by the grievance procedure, Article 11, within twenty (20) business days
397 after the Town Administrator or his/her designee's decision, the Union shall give to the Town by registered or certified
398 mail, to the Town Administrator or his designee a written notice of it's desire to submit the matter to arbitration and
399 must file a request for a panel of arbitrators simultaneously with such notice. Failure to serve said notice and file
400 within the time limits shall constitute a waiver to proceed.
401
- 402 12.2 A letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of five (5) or
403 more arbitrators experienced in the field of the subject to be arbitrated. Within ten (10) business days after receipt of
404 the list of arbitrators, the parties shall strike names. The Union and the Town will alternately eliminate one at a time
405 from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The Town and
406 the Union will alternate to first strike names in successive arbitrations.
407
- 408 12.3 A. As promptly as possible after the Arbitrator has been selected, he/she shall conduct a hearing between the
409 parties and consider the subject matter of the dispute. The decision of the Arbitrator will be served upon the
410 employee or employees aggrieved, the Town and the Union in writing.
411
412 It will be the obligation of the Arbitrator to the Town and the Union to make his/her best effort to rule on the
413 cases heard by him/her within thirty (30) calendar days after the record is closed.
414
- 415 B. Any party may be represented at the hearings by counsel or other representatives of their choice.
416
- 417 C. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full
418 representation of the evidence and arguments of the parties.
419
- 420 D. All documents to be considered by the arbitrator shall be filed at the hearing.
421
- 422 E. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the
423 proceedings shall pay for the record and the stenographic services. In the event that both parties agree to have
424 stenographic services at the hearing, said parties shall share equally the cost of said service and transcripts.
425
- 426 12.4 The Arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing in the
427 grievance form and shall have no authority to consider or rule upon any matter not subject to the arbitration.
428
- 429 12.5 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit
430 terms of this Agreement as herein expressly set forth. He/She shall not have the authority to add or to subtract from or
431 modify any of said terms or to limit or impair any right that is reserved to the Town or Union or employee, or to
432 establish or change any wage or rate of pay that has been agreed to in the Agreement.
433
- 434 12.6 The party requesting arbitration may withdraw from the arbitration proceedings subject to no cost to the other party.
435
- 436 12.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently
437 resolved.
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- 439 12.8 The expense of the Arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the
440 witnesses which are called by it.

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ARTICLE 13

INDEMNIFICATION

- 13.1 Where the Town may legally do so, the Town shall furnish to members covered by this Agreement adequate liability insurance and/or benefit of legal defense in accordance with Florida State Statute 768-28 (5) and (9).

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ARTICLE 14

RULES AND REGULATIONS

- 14.1 Whenever new rules and regulations are formulated or when current rules and regulations are amended or deleted, each member of the department will be provided with a copy of said rules or regulations and the employee will acknowledge receipt thereof. Said documents may be distributed electronically. No disciplinary action will be taken for violation of a Rule or Regulation, General Order, Special Order or Policy or Procedure until at least forty-eight (48) hours after posting.

ARTICLE 15

PROMOTIONAL EXAMS

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- 15.1 The Town will announce promotional examinations at least forty-five (45) days in advance. They will also list the areas which the exam will cover, and the identifiable sources from which the examinations are drawn will be posted. The Town will make available (either provide a copy or arrange to have a copy available for purchase by the employee at the same cost that the Town is charged) a copy of all source material in promotional examinations to all qualified applicants. All test dates must be listed on the promotional announcement. All testing must be completed within forty-five (45) days of the date of the first portion of any testing. This deadline may be extended by mutual agreement of the Union and the Town. Posting will include time frames during which various selection process components will transpire.

- 15.2 Promotions to bargaining unit positions will be based on the rule of five (5) (starting with promotional lists generated after the execution of this Agreement). Accordingly, the Town may, in its sole and exclusive discretion, promote employees from any one (1) of the five (5) highest scores on a promotional eligibility list. In the event of a tie score, Classification Seniority as defined in Article 17 of this agreement will be the deciding factor in determining position on the list.

In the event a promotional eligibility list falls below five (5) names, or if an initial eligibility list is comprised of less than five (5) names, the Town may, in its sole and exclusive discretion, promote from the eligibility list using the rule of the list (i.e., promoting any one (1) of the individuals on the list in its sole and exclusive discretion) or deem the list to be expired. If a promotion is made using the rule of the list, future promotions can still be made from the list using the rule of the list, or it may be deemed to have expired in the Town's sole and exclusive discretion. Promotional eligibility will be valid for a period of eighteen (18) months from the date of posting such lists, which date must appear on the lists. However, the duration of the eligibility list may be extended up to an additional twelve (12) months by mutual agreement at the Town's request. The Town must post the eligibility list within thirty (30) days after the completion of testing. Posting must be before 5:00 p.m. on the Chief's bulletin board in the police department

- 15.3 Employees must actually possess the required number of years of service. Education may not be substituted for years of service.

- 15.4 The Town agrees that its test developers will utilize subject matter experts who are familiar with the operations of the Davie Police Department and that test development will be guided by the Federal Uniform Guidelines on Employee Selection Procedures, "Section 60-3, U.G.E.S.P. (1978); 43 FR 38295", as amended.

ARTICLE 16

PROBATIONARY EMPLOYEES

A. NEW EMPLOYEES

16.1 A new employee of the Department shall be deemed in a probationary status for one (1) calendar year, beginning with the first day of employment as a State Certified Police Officer and being duly sworn by the Chief of Police or his/her designee.

16.2 An employee's probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties. The Chief may extend the probationary period for new employees in cases when there are performance problems with additional time. The Chief must specify in writing as to what the performance problems are. In this event, the Chief will provide a thirty (30) day notice to the employee that his/her probationary period is being extended. The Chief under unusual or exigent circumstances may also extend the probationary period of a new employee such as: (1) where, at the time the probationary period would normally expire, there is an ongoing Internal Affairs Investigation of the probationary employee. Said investigation which is non criminal in nature must be completed prior to the expiration of the extension. If the Chief decides to retain the employee after the discipline is administered, if any, the employee shall be granted regular status and revert back to his/her normal date of completion of probation; (2) where, at the time the probationary period would normally expire, the Town is aware of possible disciplinary action involving the employee; etc. The probationary period may be a maximum of eighteen (18) months.

When an employee's probationary period is extended due to performance problems, the Chief of Police will provide the employee with a statement as to those areas of performance that need to be improved in order for the employee to be granted regular status. In the event the employee is ultimately separated from employment during the extended probationary period for the reason or reasons that caused the extension of his/her probation, the employee will have no grievance or rights of appeal in connection with his/her separation. If the employee is separated during the extended probationary period for reasons unrelated to the extension of probation, then the employee may grieve his/her separation and the Arbitrator will decide whether the employee's separation in light of the employee's brief tenure with the Town and the extended probationary period was for cause.

16.3 Upon expiration of the one (1) year probationary period, or a longer period if probation is extended by the Chief of Police pursuant to 16.2 above, the Chief or his/her designee may recommend, in writing, retention of the employee, in which case the employee will be granted regular status (unless said recommendation is disapproved by the Town Administrator or designee within ten (10) days after the recommendation is made). If the Chief of Police or the Town Administrator or their designees fail to notify said employee in writing as to his/her retention, then said employee shall be granted regular status.

16.4 The Town shall notify, in writing, the probationary employee of his/her completion of the probationary period.

16.5 During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure contained in this Agreement.

B. PROMOTIONS

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540 16.6 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall
541 serve a probationary period of twelve (12) months of continuous employment from the time of promotion as indicated
542 on the approved Personnel Recommendation form. The Chief may extend the probationary period for promotional
543 employees in cases when there are performance problems with additional time. The Chief must specify in writing as
544 to what the performance problems are. In this event, the Chief will provide a thirty (30) day notice to the employee
545 that his/her probationary period is being extended. The Chief under unusual or exigent circumstances may also extend
546 the probationary period of a promotional employee such as: (1) where, at the time the probationary period would
547 normally expire, there is an ongoing Internal Affairs Investigation of the probationary employee. Said investigation
548 which is non criminal in nature must be completed prior to the expiration of the extension. If the Chief decides to
549 retain the employee after the discipline is administered, if any, the employee shall be granted regular status and revert
550 back to his/her normal date of completion of probation; (2) where, at the time the probationary period would normally
551 expire, the Town is aware of possible disciplinary action involving the employee; etc. The probationary period may
552 be a maximum of eighteen (18) months.
553

554 16.7 An employee's promotional probationary year shall be tolled and extended during any time period that the employee
555 is not at work performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light
556 duty, and workers' compensation leave). The promotional probationary period will commence running only when the
557 employee returns to his/her normal duties.
558

559 16.8 Acting or temporary appointments will not be made for more than ninety (90) consecutive days. If an employee is
560 promoted into a higher bargaining unit classification, time spent in acting or temporary appointments in that higher
561 classification (within twelve (12) months of the date of promotion which is in excess of seven (7) consecutive work
562 days) will count towards the employee's twelve (12) month probationary period.
563

564 16.9 Upon expiration of the promotional probationary period, the Chief of Police or his designee may recommend retention
565 of the employee in the position to which he/she was promoted. In the event the Chief or his designee fails to make a
566 positive recommendation, the employee shall automatically revert to his/her former classification from which he/she
567 has been promoted. Such reversion shall be final with no rights of appeal to any authority including the grievance
568 procedure contained in this Agreement.
569

570 If a promotional eligibility list exists, and there is a vacancy the Town is seeking to fill, the Town must announce the
571 person who will be promoted and the effective dates within ninety (90) days from the date the position becomes
572 vacant.

ARTICLE 17

SENIORITY AND REDUCTION IN FORCE

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577 17.1 For the purpose of this contract, the types of seniority are:
578
579 1) Departmental Seniority – the total length of continuous employment from the most recent date of hire as a
580 sworn Davie Police Officer. For employees hired after May 5, 1999, in cases where more than one police officer was
581 sworn as a Davie Police Officer on the same date, the officers’ respective seniority shall be determined based upon the
582 order that the officers were selected from the eligibility list. In the event that the above-noted officers were selected
583 on the same date from separate eligibility lists (i.e., from certified and uncertified candidates), the officer(s) from the
584 list of uncertified candidates will be given departmental seniority over the officer(s) selected from the list of certified
585 candidates.
586
587 2) Classification Seniority – the total length of continuous employment within a particular job classification. Job
588 classification refers to rank, such as officer, sergeant or lieutenant. In the event a person is reduced in rank, for
589 whatever reason, their classification seniority in the lower classification shall be considered continuous as though they
590 had never left the lower classification.
591
592 17.2 All seniorities shall accumulate during authorized absences due to illness, injury, vacation or other authorized leave.
593 Employees will lose their seniority as a result of the following:
594
595 A. Termination or resignation
596 B. Retirement
597 C. Absence without authorization
598
599 17.3 The layoff of employees shall be made in inverse order determined on the basis of departmental seniority and during
600 said layoff the employee shall retain, but not accrue, any seniority during said layoff.
601
602 17.4 A. Reemployment Rights - Employees separated from service through lay off shall be placed on a reemployment
603 list in the order of their departmental seniority. Recall will be made by certified mail to the last address in the
604 employee’s record. The employee must within ten (10) days of the certified receipt date, signify their intention of
605 immediately returning to work, in writing, certified mail to the office of the Town of Davie Personnel, otherwise their
606 name shall be automatically removed from the recall list.
607
608 B. An employee when offered recall who is temporarily unable to accept due to valid medical reasons after
609 notifying the department of their intentions of returning will be granted ninety (90) days leave of absence without pay,
610 but without loss of departmental seniority rights, to return to employment.
611
612 C. Employees who return to a job classification covered by this agreement from layoff status shall be placed into
613 the current pay plan at the pay grade and step the employee had at the time of layoff.
614
615 D. No new employee shall be hired in any classification until all qualified employees on layoff status have been
616 notified of their right to return to work and have elected not to exercise that right as explained in Section 17.4 (A).
617
618 17.5 If there is a reduction in force in ranked classifications (sergeant or lieutenant), this reduction will be made using
619 classification seniority.
620
621 17.6 Sergeants who through reduction in force have accepted reclassification to an officer position, shall be reinstated to a
622 funded sergeant position as available in the inverse order of the reclassification. Lieutenants, who through reduction
623 in force have accepted reclassification to a sergeant position, shall be reinstated to a funded lieutenant position as
624 available in the inverse order of the reclassification.

ARTICLE 18

WORKING OUT OF CLASSIFICATION

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629 18.1 An employee who is temporarily assigned by the Chief of Police to perform work, and works, in a higher
630 classification within the bargaining unit for more than seven (7) consecutive scheduled work days shall be paid the
631 minimum rate of the higher position, but not less than one step higher. At the end of the temporary assignment the
632 employee's pay shall revert to the rate being received prior to being assigned to the higher classification.

ARTICLE 19

LEAVES OF ABSENCE

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637 19.1 Leaves of absence with or without pay may be granted by the Town for any reasonable purpose to an employee. All
638 applications for leaves of absence with or without pay will be presented to the Chief of Police through the Chain of
639 Command for his approval or disapproval prior to the granting of said leave. All denials for such leave shall be in
640 writing.
641
642 19.2 Employees who are on a duly authorized compensated leave of absence shall continue all benefits as provided in this
643 Agreement. Employees on approved leave under the Family and Medical Leave Act (FMLA) will be eligible to have
644 their insurance benefits continued as provided under the FMLA.
645
646 19.3 Upon the termination and/or expiration of the employee's leave of absence, the employee will return to the same job
647 classification and rate of pay currently in effect for that classification.
648
649 19.4 An employee who falsifies his reason for requesting a leave of absence or varies the reason without permission of the
650 Chief of Police may be terminated. It is agreed that these actions automatically constitute just cause for discharge.
651 Thus, although an employee may proceed to arbitration over a dismissal based on these grounds, if an arbitrator finds
652 the employee engaged in said conduct he shall automatically uphold the termination and shall have no authority to
653 modify it in any way.
654
655 19.5 An employee who is a member of the National Guard or Military Reserve Force of the United States and who is
656 ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be
657 granted a leave of absence with pay in accordance with Florida State Statutes 115.07 and the Town of Davie Military
658 Leave Policy as attached as Appendix C.

ARTICLE 20

SICK LEAVE

(Applies to Employees hired prior to 10/1/10)

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- 20.1 Paid sick leave is time off granted to an employee to recuperate from illness or accident as defined in 20.3. Employees on sick leave may utilize the grievance/arbitration procedures contained in this Agreement.
 - 20.2 An employee working seven (7) twelve (12) hour workdays bi-weekly shall earn sick leave at the rate of twelve (12) hours of sick leave for each month this schedule is worked. An employee working four (4) ten (10) hour workdays weekly or working five (5) eight (8) hour workdays weekly shall earn sick leave at the rate of ten (10) working hours of sick leave for each month this schedule is worked. Sick leave time shall begin to accrue from the first full week of employment. The maximum ceiling for this article shall be 1,040 hours of sick leave credits.
 - 20.3 Employees shall be granted sick leave for the following reasons:
 - A. Incapacitation by reason of illness, maternity, or injury.
 - B. Medical, dental or optical examination or treatment when approved by the department.
 - C. Care and attendance to a member of his or her immediate family as defined in the bereavement article and is domiciled in the employee's home.
 - 20.4 The supervisor or dispatch desk shall be informed of absence due to illness at least two (2) hours prior to the employee's reporting time.
 - 20.5 In those instances when an employee is injured while on duty and it is necessary for him/her to be relieved of duty, no charge will be made against the employee's sick time for the remainder of his/her shift.
 - 20.6 An employee on a sick leave status shall continue to accrue sick leave.
 - 20.7 The estate of a deceased employee shall receive 100% of the value of accrued sick leave, at the time of death, to be paid within thirty (30) days.
 - 20.8 An employee leaving the Town's employment in good standing with ten (10) or less years of service shall have 25% of their accrued sick leave balance converted to terminal leave, and an employee with more than ten (10) years of service shall (except as provided in paragraph 20.9) have 50% of their accrued sick leave balance converted to terminal leave.
 - 20.9 An employee who retires with a non-disability pension based on a minimum of twenty (20) years of service with an accrued sick leave balance of at least 300 hours shall convert 100% of the first 300 hours of sick leave to terminal leave under Article 37 when the employee leaves the Town's employ. Accrued sick leave over 300 hours shall be converted to terminal leave at fifty (50%) percent.
 - 20.10
 - A. A pregnant employee may continue in regular employment until her personal physician certifies that she no longer can work her regular employment. If the employee desires to continue working and her physician certifies that she is able to perform non-hazardous duty, the department may temporarily assign her to such work.
 - B. An employee requesting maternity leave shall be absent from work from the time her physician indicates that she can no longer work, until her physician certifies her as physically able to return to work.
 - 20.11 An employee who has an excess of three hundred (300) hours in accrued sick time may, at his/her option, sell this time back to the Town once per year, at an hour per hour basis. All sick time will be deducted from sick time accumulation.

CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF DAVIE, FLORIDA AND THE FRATERNAL ORDER OF POLICE, DAVIE LODGE #100
OCTOBER 01, 2010 TO SEPTEMBER 30, 2013

- 714 20.12 In the event that a bargaining unit employee sustains an accidental injury or illness in the line of duty which is deemed
715 compensable under the Florida's Workers' Compensation Act, the Town will maintain the employee at regular salary
716 for a total of 90 days for each injury up to one (1) year from date of injury. The Town Administrator or his/her
717 designee may, in his/her sole and exclusive discretion, extend this period of regular pay beyond both the 90 days or
718 after the one (1) year period. For example, if a bargaining unit employee sustains such an accidental injury in the line
719 of duty and is out of work for two (2) days immediately following the date of injury, returns to work for a month, and
720 then is out for another eighty-eight (88) days for medically necessary treatment of the injury, the Town will maintain
721 the employee at regular salary during the total ninety (90) days of absence. If the employee then requires medically
722 necessary treatment that includes an absence beyond the ninety (90) days and/or after the one (1) year period
723 following the date of the accident, the Town Administrator or his/her designee may extend the period of regular pay to
724 cover additional absence. The decision of the Town Administrator or his/her designee as to whether to extend
725 supplemental pay and, if so, the duration of the extension will be made in his/her sole and exclusive discretion and
726 said decision is not grievable.
727
- 728 20.13 In order for an employee to be eligible for regular pay, he/she must return to work on a light, limited, or restricted duty
729 basis if so ordered by the Town, providing the Town-designated doctor releases the employee to perform light,
730 limited, or restricted duty.
731
- 732 20.14 The Town shall comply with all of the provisions of the Family Medical Leave Act (FMLA) whenever an employee is
733 injured and unable to return to work.
734

ARTICLE 21

Paid Time Off (PTO)

Applies to Employees Hired On or After October 1, 2010

1. Eligibility for PTO

- a. Bargaining unit employees hired on or after October 1, 2010 will be allowed to earn and accrue paid time off.
- b. Temporary and seasonal employees will not be eligible for PTO.
- c. Part-time employees will be allowed to earn PTO in relation to the number of hours worked per week.
- d. New employees who have not completed their initial six (6) months of employment will earn and accrue Paid Time Off in accordance with this article, but will not be eligible to use accumulated leave until their 6 month initial employment period is satisfactorily completed, unless otherwise approved by the Police Chief and the Director of Human Resources or provisions within this policy.
- e. Promoted, demoted or transferred employees will retain all PTO privileges and accrued balances in prior position and/or department.
- f. Accrual Rate of PTO
 - i. Regular full-time employees will earn and accrue PTO immediately upon employment as follows:

	40 hours per week	
Continuous Employment	Biweekly Accrual	Annual Amount
Less than 5 years	6.54	170
Completion of 5 years	8.08	210
Completion of 10 years	9.62	250

- ii. When employee has had a break in employment, Paid Time Off accrual will be handled as outlined in the Reinstatement Policy.
- iii. Paid Time Off will not be earned by an employee during an unpaid leave of absence or when an employee has been placed in a non-pay status,(i.e., suspension)

2. Use of PTO Hours

Paid Time Off (PTO) is an employee benefit which combines traditional vacation and sick leave programs into one plan with two components. This type of program provides both employees and the Town a flexible method of scheduling time off with pay. Because of this, PTO time may be used at the employee's discretion, provided that approvals are obtained for this leave as stated in this policy. Since PTO hours will replace traditional sick and vacation time, access is unrestricted provided the employee has been employed for 180 consecutive days and has supervisor approval. Employees may be granted up to two (2) days of PTO use after 90 days of employment for their own personal illness with the approval of their Department Director. Any additional PTO

CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
 THE TOWN OF DAVIE, FLORIDA AND THE FRATERNAL ORDER OF POLICE, DAVIE LODGE #100
 OCTOBER 01, 2010 TO SEPTEMBER 30, 2013

usage prior to six (6) months of employment will require approval by the Department Director and Director of Human Resources. PTO may be used for items including, but not limited to:

- a. Vacation
- b. Sick Leave
- c. Absence for transaction of personal business which can not be conducted during off-duty hours.
- d. Religious holidays other than those designated by the Town of Davie.
- e. Supplement income for time loss due to work related personal illness, injury, or disability where statutory workers' compensation payments are being received. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular base rate.
- f. Maternity or paternity leave purposes.
- g. Supplement income for time loss due to disability not work related, where employee is receiving disability insurance benefits/payments. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular rate of pay.
- h. Absences from work not covered by other types of leave provisions established by the Town of Davie's policies.

3. Request for Paid Time Off

- a. Requests for PTO leave should be submitted in accordance with Town of Davie Police Department rules and regulations/general orders.

4. Abuse of Paid Time Off Leave

- a. Excessive unscheduled use of Paid Time Off will be grounds for disciplinary action in accordance with the Police Department rules and regulations/general orders.

5. Carry-Over and Cash Payment of Paid Time Off

- a. It is the intent of this policy that all employees take their Paid Time Off annually for the period in which it has been earned.
- b. The maximum amount of Paid Time Off which can be carried forward from one (1) fiscal year (ending September 30th of each year) to the next is as follows; however, no employee, regardless of length of service or number of scheduled hours may cash out more than 600 hours upon a resignation from employment or more than 800 hours upon retirement of employment. (This includes leave used during the last 30 days, or at any time, to prolong a retirement/termination date).

YEARS OF CONTINUOUS EMPLOYMENT	TOTAL HOURS 40 HR
Less than 5 years employment	300

Completion of 5 years	420
Completion of 10 years	600
Completion of 15 years	800

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- c. An employee may request cash payment for portions of accrued PTO once annually from the Town in accordance with the provisions of this policy.
- d. Employees with a PTO balance over 160 hours will be eligible to receive sixty percent (60%) reimbursement of accrued PTO over the 160 hours, up to 80 hours annually, at their rate of pay at the time of the cash-out. Compensation shall be contingent upon budgetary restrictions and may be terminated by the Town Administrator through the budget process.
- e. Prior to October 1st, each qualified employee must request reimbursement in writing on the “PTO reimbursement form” to the Human Resources Department for annual reimbursement. This form must be certified and approved by the Department Director. The Human Resources Department will provide further approval. Employees approved for reimbursement will receive the additional compensation prior to the first full payroll in October.

6. Payment of Unused Paid Time Off

- a. Employees who voluntarily resign or are separated from employment in good standing will receive payment for 80% of their accrued and unused Paid Time Off at the time of separation. Employees who are eligible for and retire from the Town of Davie will receive 100% of their accrued and unused Paid Time Off at the time of their retirement. (For employees in the DROP program, please see additional provisions listed in the DROP article). Employees dismissed for misconduct will not receive the accrued time, unless specifically recommended by the department manager and approved by the Director of Human Resources.
- b. Employees placed on layoff status will receive 100% pay for accrued Paid Time Off up to time of the layoff.
- c. New employees who have not completed their initial twelve (12) month probationary period will not be eligible for payment of leave, upon separation.

7. Right to Contribute Paid Time Off Hours

- a. In the event that an employee’s own illness or physical incapacity should continue beyond a point where his/her Paid Time Off has been exhausted, or short/long term disability does not apply, other employees may contribute accumulated PTO to said employee with the appropriate approvals.
- b. Employee contributions must be done in multiples of at least (8) hours per employee. The donation of time must be completed on the appropriate donation of time form and approved by both the Department Director and the Human Resources Director or designee.

ARTICLE 22

BEREAVEMENT LEAVE

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- 22.1 Time-off provisions for bereavement leave: Where there is a death in the immediate family of an employee, as defined in Section 22.2, below, that member shall be granted three (3) days off without loss of pay or benefits if the funeral or death occurs within a 250 mile radius; that member shall be granted one (1) work week off without loss of pay or benefits if the funeral or death occurs outside a 250 mile radius and the employee actually travels out of town to the place where the death occurred.
- 22.2 The term "immediate family" defined as the employee's: Father, mother, spouse, father-in-law, mother-in-law, brother, sister, grandparents, spouse's grandparents; grandchildren, brother-in-law, sister-in-law, son or daughter-in-law, son or daughter, step-parents or step-children (or members of the employee's family as approved by the Chief). It will also include an unborn fetus in the third trimester of pregnancy if the employee is the pregnant mother or the spouse or Registered Domestic Partner of the pregnant mother and the termination of the pregnancy was not made by voluntary decision.
- 22.3 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.
- 22.4 The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.
- 22.5 In the event that the employee shall require additional time other than provided in 22.1, the employee may request additional time from the Chief of Police and such request shall not be unreasonably denied. Such time shall be deducted from compensatory and/or sick leave accumulated.
- 22.6 Employees on terminal leave shall not be eligible for bereavement leave.

ARTICLE 23

MEDICAL INSURANCE
& EXPOSURE TO CERTAIN COMMUNICABLE DISEASES

23.1

The Town agrees to offer to employees an IRC 125 cafeteria plan that will allow employees to choose health, dental, life, LTD and STD coverage based on their individual needs. The Town agrees to offer at least one health insurance plan and one dental plan which shall be covered at 100% for single coverage and 50% for family coverage. Employees will be given a Benefit Choice Dollar amount, which will be budgeted by the Town Administrator as part of the budget each year, to spend on benefits each pay period. Employees may elect to choose a more benefit rich plan, in which case an employee's out of pocket expense will be greater, or an employee may choose a less benefit rich plan, the result of which would be a lower premium out of pocket. The Town agrees that single coverage shall include an EPO/HMO plan, single dental, and basic life insurance which shall be covered at 100%. When combined with the above benefits, the Long Term Disability and Short Term Disability benefit shall not result in a payroll deduction that exceeds \$15.00 per pay period. In addition, the Town agrees that it will pay for at least 50% of the dependant portion of coverage for that plan.

23.2

Except where precluded by law, the Town agrees to maintain substantially equivalent health benefits under its Town-sponsored group health insurance policy for the term of this Agreement. If the Town changes insurance plans or carriers it reserves the right to establish a deductible not to exceed \$100 and an out of network deductible not to exceed \$300 for at least one plan to take effect on the annual election date. Employees will be notified of any plan changes or increases on or before the annual election date.

23.3

In accordance with Florida Statute, the Town shall make available the above-specified health insurance coverage (at the Town's premium) to all bargaining unit employees who retire from the Town's employment. A retired employee may only receive dependent coverage if and to the extent s/he had dependent coverage at the time of retirement. If elected, insurance coverage will be at no cost to the Town.

23.4

An annual physical examination will be provided for in the health insurance program.

23.5

The Town will provide the following optical benefit:

1.

\$100.00 toward the cost of prescription eyeglasses or contact lenses.

2.

\$100.00 toward an examination.

3.

1 and 2 includes sunglasses for those employees certified by Ophthalmologists that the above are necessary.

23.6

Employees may utilize the appropriate accrued leave to supplement short term disability payments provided that employees cannot receive more than 100% of their regular pay.

23.7

For exposure to certain communicable diseases, the Town shall comply with all requirements of Section 112.181 of the Florida Statutes as it may be amended from time to time.

23.8

For employee members hired on or after October 01, 2007, random testing for tobacco constituents or metabolites may be conducted. It is agreed that competent evidence which can be utilized to contradict a presumption that any condition or impairment of health of the tested law enforcement officer caused by tuberculosis, heart disease, or hypertension resulting in total or partial disability or death was accidental and suffered in the line of duty, pursuant to 112.18(2), shall include but is not limited to, any of the following means:

- A positive test result for tobacco constituents or metabolites
- A medical history taken by a qualified physician, or someone working under the direct supervision and control of a qualified physician which includes a history of smoking
- Direct admission of a smoking history made by the employee to Town Management
- A documented observation of active smoking made by Town Management staff

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ARTICLE 24

TERM LIFE INSURANCE

- 24.1 The Town will agree to maintain for each member covered by this agreement a term insurance policy in full force and effect during the employment of said employee in the amount of \$50,000.00. This \$50,000.00 is over and above State and Federal mandated insurance programs. Employees may purchase additional life insurance to a maximum benefit of three (3) times their salary at their own expense at the prevailing rate. To do so, employees must comply with whatever terms and conditions are established by the carrier.

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ARTICLE 25

SAFETY

25.1 The Town agrees that it will monitor a safety committee during the terms of this agreement. It further agrees that the bargaining unit can have one member on that committee.

ARTICLE 26

EQUIPMENT AND MAINTENANCE

26.1 The following articles will be issued by the Town to each employee represented by the bargaining unit when hired:

- 5 shirts
- 5 pants
- 1 winter jacket
- 1 breast badge
- 1 whistle
- 1 name tag

During initial Academy and probationary period, new employees shall, upon request, be furnished with a Town-owned gun.

Leather goods and accessories to include:

- handcuffs and case
- cartridge case and shells
- holster
- 1 pair uniform shoes per year
- 1 rainsuit
- baseball-style cap
- rechargeable flashlight for each vehicle

In addition, the following equipment shall be issued for Motor and Mounted Patrol officers:

- 1 safety helmet/Stetson hat
- 1 motorcycle rider's rainsuit
- 1 pair of riding boots
- 5 pairs of riding britches
- 1 scarf
- 1 pair of winter gloves
- 1 winter jacket

A. Any employee who shall receive any breakage, damage or loss of his uniform or required personal equipment excluding items specifically addressed below, in the line of duty and not due to the individual's negligence, shall have it replaced at no cost to the employee.

B. Wrist watches damaged or lost through no fault of the employee shall be repaired or replaced at a cost not to exceed \$50.

C. Prescription eyeglasses damaged through no employee negligence, shall be compensated for and repaired or replaced at a cost not to exceed \$150 per incident, excluding Workers' Compensation Claims.

D. The Town agrees to pay, within the limits set forth below, for the replacement of a cell phone and/or non-uniform pants or shirt that are damaged during the course of a required law enforcement action taken while off duty, provided that:

Reimbursement for a cell phone will be limited to a cell phone of comparable quality not to exceed \$100, provided the employee submits a sales receipt for the cell phone and provided the damaged phone is not covered by insurance, and

Reimbursement for pants and shirts will be for items of comparable value not to exceed the replacement cost of a uniform shirt or pants.

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OCTOBER 01, 2010 TO SEPTEMBER 30, 2013

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- E. Payment is not available for any item damaged due to the employee's negligence, which determination shall be made in the sole discretion of the Chief of Police. In addition, the determination as to the current value of any damaged item (for purposes of reimbursement or repayment by the Town) shall be made in the sole discretion of the Chief of Police. The Chief's decision may be appealed to the Town Administrator or designee whose determination shall be final. Decisions related to reimbursement or replacement under this Article shall not be subject to the grievance/arbitration process.
- F. The Town will pay for the refinishing and/or rebluing of employee owned gun as needed, determined by the Department.
- G. The Town will pay for the repair costs of employee guns as well as for the replacement cost of lost guns provided the guns are not damaged or lost through an employee's negligence. If so, the employee may be required to pay the first \$300 toward the cost of repair/replacement.
- H. In the event the Town requires an employee to pay repair or replacement costs under subsection G above, that employee will not also be subject to formal discipline on account of losing, damaging or destroying any gun(s). Conversely, if an employee is formally disciplined for losing, damaging or destroying any gun(s), that employee will not be required to pay for the costs of repair or replacement.
- I. In those cases where an employee is required to pay for the repair or replacement of an item, the employee can elect to forfeit time on the books (vacation, holiday, compensatory time) to immediately pay the required cost or agree to a payroll deduction form of repayment of \$100 per paycheck or some other amount which is mutually agreeable between the employee and the Town.

- 26.3 Sworn officers who are required to wear civilian clothing in the course of their job shall receive a clothing allotment of \$50 per month and issuance of windbreaker style jacket identifying the individual as a police officer.
- 26.4 The Town will arrange for laundry or cleaning of uniforms, at no cost to the employee. Employees are responsible for dropping off and picking up the uniforms.
- 26.5 For non-uniformed officers, the Town will negotiate a Town rate, at whichever dry cleaners the Town has a contract with, for up to four (4) sets of slacks and shirts (those that the cleaner will accept at the Town's rate) weekly. The employee will pay for all dry cleaning costs.
- 26.6 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued, reasonable wear and tear accepted. In the event an employee is transferred or for any other reason leaves the employ of the department, he/she shall return all uniforms and equipment and Town property to the department before the final paycheck will be issued, otherwise the cost of said replacement shall be deducted from the final check if sufficient, otherwise the employee shall be liable for the deficiency.
- 26.7 The parties recognize and agree that it is in the best interest of all bargaining unit personnel to wear body armor at all times while on duty. Therefore, all bargaining unit personnel are encouraged to wear their body armor. All employees will have the option of being issued body armor by the Town or, under the circumstances described below, buying their own body armor. Employees who choose to be issued body armor by the Town will be required to wear such body armor while in official uniform. (Such employees may later decide to purchase their Town-issued body armor by reimbursing the Town all but \$200.) Employees who choose to buy their own body armor will be reimbursed by the Town up to \$200. Such employees are encouraged, but not required to wear their body armor while in official uniform.
- 26.8 The Town will establish a program where employees may purchase a Town approved patrol rifle through payroll deduction. Payments will be \$100 per pay period until the cost is paid in full. If the cost of the rifle is greater than \$1200, the member must make an initial down payment equal to the difference. In the event an employee leaves the Town of Davie employment prior to payment being received in full, the remainder of the payment shall be deducted from their final paycheck.
- 26.9 Members assigned to Road Patrol will be allowed to wear the same uniform shorts and shirts issued to Officers whose duties require riding a bicycle. Officers not assigned to duties that require riding a bicycle must pay for the uniforms

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and for their replacement if worn or damaged. The Chief, in accordance with the uniform policy, may require employees to wear their normally assigned uniform in lieu of shorts.

- 26.10 Members will have the option of wearing a well groomed beard in accordance with standards established by the Chief of Police. Said beard must be grown while the member is off duty.

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ARTICLE 27
EDUCATION

27.1 The Town will pay regular full-time employees eighty percent (80%) of the educational expenses paid, up to a maximum of \$3,500 per fiscal year for no more than two (2) courses per semester (or quarter or other term designated by the educational institution at which the courses are taken) for reimbursement of educational expenses for college courses where the course is closely related to the work being performed by the employee, and when there is a reasonable indication that the course will help the employee render better performance to the town; provided the employee receives a grade of “C” or better for the course and other funds such as grants [Florida Resident Access Grant (FRAG) and all others], scholarships, fellowships, or GI bill funds are not available from which such educational expenses may be paid. If the course is presented on a “pass/fail” basis, the employee must receive a grade of “pass” to be eligible for reimbursement.

There may be a reasonable indication that the course will help the employee render better performance to the town if the course is required to complete a degree program which is closely related to the work being performed by the employee or if the course or the aforementioned degree program for which the course is a requirement helps prepare the employee for a promotional opportunity within the career ladder in which the employees current job classification resides.

In all cases, the Town Administrator or designee will, in his or her sole discretion, determine if the course is beneficial to the Town and, therefore, if educational expenses for such course maybe potentially eligible to be reimbursed.

Definitions:

- Tuition Reimbursement: A program under which regular full-time employees may be reimbursed educational expenses for approved college courses.
- Educational Expense: Tuition and Associated Fees.
- Tuition: The price of or payment for instruction.
(Does not include laboratory fees, matriculation fees [unless the matriculation fee is actually Tuition], registration fees, parking fees, cost of books, shipping fees for books, or taxes on same, etc.)
- Associated Fees: Fees which if not paid would preclude the employee from taking the college course. .
Includes laboratory fees, matriculation fees, registration fees, parking fees, cost of books, shipping fees for books, or taxes on same, etc.
- College Course: A postsecondary course taken at a college or university where such college or university has received “institutional” accreditation as defined by the U.S. Department of Education or where the program, department, or school under which the course is taken has received “specialized” or “programmatic” accreditation as defined by the U.S. Department of Education. Said “institutional” accreditation and/or “specialized” or “programmatic” accreditation must have been received by an accrediting agency recognized by the U.S. Department of Education. Further information may be obtained on the U.S. Department of Education website at http://www.ed.gov/admins/finaid/accred/accreditation_pg6.html.
- Accreditation: Accreditation of a college or university at which a college course is taken, or of a program, department, or school under which the course is taken, may be determined by reviewing the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs at <http://ope.ed.gov/accreditation/Search.asp>.

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Procedure:

1. All employees wishing to request tuition reimbursement shall fill out a Tuition Request/Reimbursement form (Appendix B) and submit it to their Department Director for approval prior to the course registration date.
2. Once the Department Director approves the request, completed Tuition Request/Reimbursement form shall then be submitted to Town Administration/Human Resources for review and approval.
3. The Town Administrator or designee, in his or her sole discretion, will either approve or deny the request. The Town Administrator or designee's approval is final.
4. Failure to submit the Tuition Request/Reimbursement form timely may result in the reimbursement being denied.
5. Following completion of the college course (if the course or degree program for which the course is a requirement has been pre-approved) the employee must submit the following:
 - a. A completed Tuition Reimbursement Final form (attached as Exhibit B)
 - b. A copy of the certificate or transcript received showing course completion with a grade of "C" or better (or grade of "pass" if course is "pass/fail") should be furnished to the department director.
 - c. Documentation clearly indicating that the employee had paid tuition for the course.

After review, the department director will forward this information to the town administrator or designee to be placed in the employee's personnel file, at which time reimbursement will take place.

- 27.2 The Town will make reasonable efforts to arrange the working schedules of officers attending advanced schools and college courses so that there will be no interruption of their studies. Employees are not permitted to study or use Town equipment for school work while on duty.
- 27.3 Involuntary off-duty training required by the department in excess of the normal work week shall be paid at the rate of one and one half the employee's rate of pay.
- 27.4 Employees who voluntarily terminate or retire will be required to reimburse the Town for educational expenses if they do not complete two (2) years of service after completion of their course for undergraduate as well as graduate courses. Any time for which an employee is using terminal leave does not count towards the two years of service required after completion of a course.
- 27.5 The Town recognizes that the State currently has mandated certain educational/training courses as a condition of continued certification. It is agreed that the provisions of 27.3 will apply to said courses. If the current certification requirements increase, the parties will negotiate over whether the increased requirements will be covered by Section 27.3.

ARTICLE 28

SHIFTS AND OVERTIME

- 28.1 Unit employees shall be assigned and scheduled by the Department to work , alternatively, four (4) twelve (12) hour workdays with three (3) days off one week and three (3) twelve (12) hour workdays with four (4) days off the following week, for a total of seven (7) twelve (12) hour workdays bi-weekly. Workdays consist of twelve (12) hours of actual work including meals and breaks. Unit employees working this schedule will be paid for eighty (80) hours of work in the bi-weekly period. All unit employees will work the aforementioned schedule except for unit employees assigned to Internal Affairs, School Resource Program, and the Police Academy, whose schedule will be determined by the Chief of Police in his discretion. Employees may be required to work other than the aforementioned seven (7) twelve (12) hour workdays bi-weekly schedule (e.g., four (4) ten (10) hour workdays weekly or five (5) eight (8) hour workdays weekly). Any hours worked in excess of forty (40) hours in a week would be compensated as provided in Article 28.5. When a temporary training reassignment is made, employees will be given ten (10) calendar days notice of the change. If less than ten (10) days notice is given, employees may nevertheless waive the ten (10) day notice provision and attend the training. If employees elect not to attend, and if the course is one necessary or eligible for (state required) mandatory retraining, employees will be required to get this training on their own time.
- 28.2 Unit employees must be prepared and ready to work when their shift begins. Unit employees working the seven (7) twelve (12) hour workdays bi-weekly, will not be required to begin a shift within ten (10) hours of the completion of the previous shift. Should a situation occur (e.g. a member is held over for court or another reason) in which the number of hours between the completion of a shift and the beginning of the subsequent shift is less than the aforementioned ten (10) hour minimum, the effected member will be provided with the option of beginning the next shift late (rather than beginning the shift at the scheduled time) by utilizing leave time in order to achieve the ten (10) hour minimum time between shifts.
- 28.3 The determination of the daily and weekly work schedules, including starting, ending, lunch and break times of unit employees shall be established by the Department and such schedules may be changed from time to time.
- 28.4 Shift bidding shall be done according to classification seniority, with administrative consideration, and such shift bidding will be conducted twice a year. Bidding will be conducted in September to be effective the first Thursday in October; and bidding will be conducted in March to be effective the first Thursday in April. Shift bidding must be completed at least three (3) weeks prior to the applicable shift change. All efforts will be made by management to abide by classification seniority as it effects shift assignments. Transfers will not be made for disciplinary reasons.
- 28.5 In recognition that seven (7) twelve (12) hour workdays bi-weekly results in eighty-four (84) cumulative hours and that unit employees working this schedule will be paid for eighty (80) hours of work in the bi-weekly period, four (4) hours per bi-weekly period worked will be placed in an individual bank at the rate of time and one-half (1 1/2) the base rate for each unit employee while that employee is working this schedule. Unit employees will be paid at the base rate for any time in the bank beyond the first eighty (80) hours. The unit employee may request to use any time in the bank for leave. Requests for leave utilizing time from this bank will be granted on a first come/first served basis subject to the needs of the department. Alternatively, upon employment separation, a unit employee may sell, back to the Town, any balance of time in the bank.

For unit employees working the seven (7) twelve (12) hour workdays bi-weekly, overtime shall be paid at the rate of time and one-half (1 1/2) the base rate for all time worked over the eighty-four (84) cumulative hour bi-weekly period for which unit employees are paid eighty (80) hours and four (4) are placed in the aforementioned bank, unless otherwise required by Section 30.2 of this Agreement. For unit employees working schedules other than the seven (7) twelve (12) hour workdays bi-weekly, overtime shall be paid at the rate of time and one-half (1 1/2) the base rate for all time worked over the forty (40) hours in one week unless otherwise required by Section 30.2 of this Agreement.

The Town agrees that no action will be taken by it within a work week to avoid payment of overtime (e.g. an employee will not be sent home on his fourth workday of the week because he worked overtime on his first workday of the week). Hours paid, but not worked, includes hours of authorized and paid leave but does not include unauthorized and/or unpaid leave, sick leave, worker's compensation leave, FMLA leave, or other paid hours as covered in this Agreement (i.e. Court Time, etc.). For the purposes of calculating overtime, sick leave, worker's

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1241 compensation, FMLA leave, or any other unauthorized leave will not count towards the calculation of overtime in any
1242 work week, unless the overtime was "mandatory".
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1244 For those employees hired on or after October 1, 2010, for the purpose of calculating overtime, Unscheduled PTO
1245 leave, Workers Compensation leave, FMLA leave or any other unscheduled leave will not count towards the
1246 calculation of overtime in any work week, unless the overtime was "mandatory".
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1248 28.6 Employees may elect, with approval of the Chief of Police or his/her designee, to receive compensatory time (at the
1249 rate of one and one-half) in lieu of contractually required overtime payments. Recognizing that the Police Department
1250 has an obligation to provide sufficient manpower, accrued compensatory time may only be utilized at a time (or times)
1251 approved by the Police Chief, in his discretion. Employees covered by this Agreement will be allowed to accumulate
1252 compensatory leave throughout the year up to a maximum cap of eighty (80) hours. Employees who currently have
1253 an excess of eighty (80) hours "on the books" will not forfeit said time. However, they may not accumulate additional
1254 compensatory time hours until they bring the "time on the books" below the eighty (80) hour cap.
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1256 28.7 On the dates on which daylight savings time goes into effect the officers who worked will receive overtime pay for the
1257 additional hour. On the day that we return to eastern Standard Time, the officers working that shift will not be paid
1258 for more hours than are actually worked unless taken in the form of compensatory time, holiday time, or annual leave.
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1260 28.8 An employee may exchange shifts on a temporary basis with employees of equal rank upon receiving prior approval
1261 from Division Commander; however, such exchange must be completed within a twelve (12) month period. Such
1262 request shall not be unreasonably denied.
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1264 28.9 Overtime will be distributed in a fair and equitable manner in accordance with an established, written procedure. The
1265 Union will be consulted in the formation of the procedure and prior to any changes to said procedure.
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1267 28.10 When staffing permits, as determined by the Town, members will be allowed to utilize the exercise facilities in the
1268 police department for up to two (2) hours per week while on duty. The decision as to whether or not to continue to
1269 allow officers to utilize the exercise facilities on duty remains at the sole discretion of the Police Chief and may be
1270 discontinued at any time.

ARTICLE 29

PERSONALLY ASSIGNED POLICE VEHICLE

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- 29.1 Bargaining unit members will be assigned a Police Department vehicle based upon availability and only after successful completion of Field Training.
 - 29.2 Bargaining unit members assigned a P.A.P.V. shall only be authorized to utilize their vehicle off-duty within Broward County unless otherwise approved by the Chief of Police.
 - 29.3 The P.A.P.V. program will continue to be governed by the General Order (GO) enacted by the Police Department. Members may become ineligible for the P.A.P.V. program as outlined in this GO.
 - 29.4 The GO may be amended by the Police Chief at his/her sole discretion upon approval. In cases where there may be a conflict between the P.A.P.V. GO and this collective bargaining agreement, this agreement will prevail.
 - 29.5 The Town of Davie, as the vehicle owner, provides commercial automobile liability insurance coverage for incidents occurring during the authorized permissible use of Town of Davie vehicles. Such coverage is limited to that permitted under Florida Statute 768 and the terms and conditions of the Town of Davie's commercial automobile liability insuring agreement in effect on the date of the incident shall determine any such coverage that might be provided. Such coverage shall not exceed the \$100,000/\$200,000 Sovereign immunity limit of Florida Statute 768.28. Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

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ARTICLE 30

CALL BACK

- 30.1 If an employee covered by this agreement is called back to work at a time outside of his/her normal working hours, he shall receive compensation as outlined in Article 28, Section 5 with a minimum of four (4) hours call back time.
- 30.2 Involuntary overtime shall be paid double time for any declared emergency by the Town Administrator or Civil Defense Coordinator. When an employee is required to work overtime because of a manpower shortage, as opposed to a declared emergency, he/she will receive overtime pay at the rate of one and one-half (1-1/2) times the straight time rate of pay.
- 30.3 Regularly scheduled staff meetings shall not be considered call back time (as defined herein) and off-duty employees attending staff meetings will be paid their one and half time rate hour for hour for such time in attendance.
- 30.4 No minimum payment will be made for attendance at regularly scheduled staff meetings nor will it be made for overtime or other work when the employee receives written notice fourteen (14) or more days in advance.

ARTICLE 31

PRIVATE DUTY DETAIL

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1316 31.1 If injured while on an assigned private duty detail said employee shall be entitled to the same rights, privileges, and
1317 benefits as if he/she were injured while performing his duties for the Town of Davie, provided the Davie Police
1318 Department has made the assignment.
1319
1320 31.2 The F.O.P. may request to change the hourly detail rates. Rates may be changed upon approval of the Police Chief.
1321 The Town will notify the vendors in writing, at least ninety (90) days in advance of any changes to the detail rates
1322 once the change in rates have been approved. A member will be paid a minimum of three (3) hours for a detail.
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1324 31.3 In addition to the hourly rate paid to the Police Officer as indicated above, the Town will collect the following fees
1325 from the vendor who hires the assigned employee for the detail:
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1327 a) \$20.00 administration fee - per detail (not per individual member working the detail). Contiguous hours
1328 within a twenty-four (24) hour period constitute one detail. Contiguous hours beyond a twenty-four (24)
1329 hour period constitute a new detail.
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1331 b) Matching FICA @ 7.65%, Worker's Compensation @ 7.17%, and liability coverage @ 1%. (These
1332 percentages will be adjusted in accordance with any rate increases/decreases.)
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1334 31.4 Any Officer who works a detail on the following days: President's Day, Memorial Day, Easter, Labor Day, Veteran's
1335 Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New
1336 Year's Day, and Independence Day will be compensated at double the normal rate of pay.
1337
1338 31.5 When a detail requires five (5) or more Officers to work the detail, the fifth Officer will be a Sergeant or above (or an
1339 OIC* when a Sergeant or above is unavailable). That person shall receive the approved hourly detail rate for a
1340 Sergeant, and will be responsible for supervising that detail. When a detail requires ten (10) or more Officers the rule
1341 of five (5) will be met. In addition, when a detail requires more than ten (10) Officers, a Lieutenant or above shall be
1342 assigned and shall receive the approved hourly detail rate for a Lieutenant to supervise the detail. When a Lieutenant
1343 or above is unavailable, the senior Sergeant will be in charge and compensated at the approved hourly detail rate for a
1344 Lieutenant.
1345
1346 *The OIC shall be the most senior Officer assigned to the detail, unless the assignment is declined, and then it shall
1347 revert to the next most senior Officer.
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1349 31.6 If a scheduled detail is cancelled less than twenty-four (24) hours before the start of the detail, the member will be
1350 paid a minimum of three (3) hours.

ARTICLE 32

COURT TIME/STANDBY/CASE FILING

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1355 32.1 An employee covered by this Agreement who at any time other than during his/her regular tour of duty is required to
1356 attend any court proceeding in criminal or civil matters on behalf of the Town resulting from his/her duty as a Police
1357 Officer, either as a witness or in any other official capacity, shall be entitled to overtime compensation for every hour
1358 or fraction thereof during which he/she was in such attendance or appearance, but in no event less than two (2) hours.
1359 If the employee's regular tour of duty ends more than two (2) hours prior to the commencement of the employee's
1360 court time, the employee will receive a minimum four (4) hours pay with the exception that if the employee's regular
1361 tour of duty had been an "alpha" or "midnight" shift immediately prior to the commencement of the employee's court
1362 time, the employee will receive a minimum four (4) hours pay even if said commencement of the employee's court
1363 time is within two (2) hours of the end of the shift. Likewise, if the employee's regular tour of duty begins more than
1364 two (2) hours after the commencement of the employee's court time, the employee will receive a minimum four (4)
1365 hours pay. However, if the employee's regular tour of duty coincides with the employee's court time, the employee
1366 will not receive the four-hour overtime minimum described above. Rather, for the period of time when court time and
1367 regular duty time coincide, the employee will receive his/her regular rate of pay only. All checks for witness fees will
1368 be returned to the Town unless the employee uses his own transportation to go to and return from court. In that event,
1369 the employee may retain the mileage payment.

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1371 For the purpose of this article, if the officer is canceled by the Davie Court Liaison officer for a mandatory court
1372 appearance more than two hours prior to the scheduled court appearance, the officer will receive no compensation. If
1373 the officer is canceled more than one hour but less than two hours prior to the scheduled court appearance, the officer
1374 will receive two hours of overtime compensation. If the officer is canceled less than one hour prior to the court
1375 appearance, the officer will receive four hours of overtime compensation.

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1377 Note: This article pertains to mandatory court appearances and does not affect the compensation as outlined in the
1378 extended standby article. In addition, the officer will be considered contacted when the Davie Court Liaison makes
1379 contact with the officer via the telephone (either by text, voice contact, or voice mail).

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1381 32.2 An employee who is required to be on stand-by status in connection with a job-related court case will be contacted via
1382 telephone. Accordingly, the employee will not be required to remain at home in a constant state of instant readiness to
1383 appear in court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive
1384 compensation (overtime or straight time) for such time. However, an employee shall receive compensation at the rate
1385 of one and one-half (1-1/2) times his/her regular rate of pay for extended stand-by status. For purposes of this article,
1386 extended stand-by status is defined as stand-by time in excess of two (2) hours each day regardless of the number of
1387 cases for which the employee is on a stand-by status. For example, if an employee is on stand-by/extended stand-by
1388 status for one case from 9:00 a.m. to 11:00 a.m. (it does not matter if it is for one case or more than one case) and
1389 from 1:00 p.m. to 5:00 p.m. (again, it does not matter if it is for one case or more than one case), the employee will be
1390 on non-compensable stand-by status from 9:00 a.m. through 11:00 a.m. (two hour stand-by) and compensable
1391 extended stand-by status from 1:00 p.m. through 5:00 p.m. (four hours of extended stand-by) for which the employee
1392 shall receive overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay.

1393
1394 32.3 On all "mandatory" subpoenas, the employee must appear in court. On all "stand-by" subpoenas, an officer's stand-
1395 by stops automatically UNLESS he/she is notified by the Town's Court Liaison Officer that he/she is on extended
1396 stand-by. When an officer has been notified that his/her stand-by status has ended, and the officer is directed to
1397 report for trial, then the officer will be entitled to court time, if at all, under the provisions of Article 32.2.

ARTICLE 33 - HOLIDAYS

33.1 The following holidays will be granted to employees covered by this Agreement:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

33.2 Employees covered by this Agreement shall accrue holiday leave at the rate equivalent to the number of hours in the employee's workday for each of the above designated holidays (e.g. employees working seven (7) twelve (12) hour workdays bi-weekly will earn twelve (12) hours of holiday leave for each of the above designated holidays while this schedule is worked; employees working four (4) ten (10) hour workdays weekly will earn ten (10) hours of holiday leave for each of the above designated holidays while this schedule is worked, employees working five (5) eight (8) hour workdays weekly will earn eight (8) hours of holiday leave for each of the above designated holidays while this schedule is worked.) Such holiday leave may be taken only with the prior approval of the Police Chief. The decision of whether to grant or deny requested holiday leave will be made in the Chief's sole discretion, provided that no reasonable request will be denied. Employees hired after October 1, 2010 will be subject to the following holiday leave bank maximums:

Years of Service	Maximum Allowable Leave Bank
0-5 years	120 Hours
6-10 years	250 Hours
11-15 years	375 Hours
16-24 years	500 Hours
25 years and over	750 Hours

Beginning January 2, 2013, all bargaining unit employees will be subject to the leave bank maximums listed above and will not be able to carry over more than the allowed Holiday leave bank hours from one fiscal year to the next.

Current employees who are over the leave bank maximums upon implementation on January 2, 2013 will have that balance left in tact and may utilize the hours until such time is exhausted. A second bank will be created in order to track leave hours accrued and will be paid out and reset to zero until the combined total of both banks is below the maximum listed above. See example below:

Employee Joe Smith, who has been employed 17 years currently has 1000 holiday hours banked. As of January 2, 2013, a second bank will be created which will be used for new holiday hour accruals. The second bank will be paid out and reset to zero each September 30, until bank one falls below 500 hours (16-24 YOS maximum).

At the end of each fiscal year (to be paid the last check in September), employees will be paid out any hours in excess of the allowable leave bank maximum according to the provisions above.

33.3 In addition to the foregoing holidays, employees covered by this Agreement shall be granted four (4) personal days equivalent to his/her regular work day hours. Personal days will be pro-rated during an employee's first year of employment. Using a fiscal year, an employee hired on October 1st through and including December 31st will accrue four (4) personal days. An employee hired after December 31st but before April 1st will accrue two (2) personal days. An employee hired on or after April 1st but before July 1st will accrue one (1) personal day. An employee hired after

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- 1449 July 1st will not accrue any personal days. The first two personal days must be taken within the first two (2) quarters
1450 of the year and the third and fourth personal days must be taken within the third and fourth quarters, respectively.
1451 Employees who have been employed as sworn law enforcement officers with the Davie Police Department for fifteen
1452 (15) years or more shall be granted two (2) additional Personal Days. For these employees, the first two (2) personal
1453 days must be taken within the first two (2) quarters of the year, the third through fifth personal days must be taken
1454 within the third quarter, and sixth personal day must be taken within the fourth quarter. Personal days may be taken
1455 sooner or all at the same time. Personal days can only be taken on a day approved by the Chief in his/her sole
1456 discretion; no reasonable request will be denied. Personal days not taken prior to the end of the fiscal year will be
1457 forfeited.
1458
- 1459 33.4 If an employee covered by this Agreement is on paid authorized leave when a holiday occurs, that holiday shall not be
1460 charged against his leave (authorized leave refers to vacation, illness, injury, compensatory time etc.).
1461
- 1462 33.5 For employee's hired prior to October 1, 2010 who have not transitioned to PTO time, the Town will grant to
1463 employees one (1) bonus vacation day for every six (6) months in which the employee does not utilize sick time, to a
1464 maximum of two (2) bonus vacation days in a calendar year. The six (6) month period will be calculated from
1465 January 1st through June 30th and July 1st through December 31st.
1466
- 1467 33.6 Employees on terminal leave are not eligible (i.e., shall not be paid for or accrue) for holidays, personal days, and
1468 bonus days.
1469
- 1470 33.7 The Town will place bonus days earned in to the affected member's leave bank by the end of January and July,
1471 respectively.

ARTICLE 34

VACATION

(Applies to Employees Hired Prior to October 1, 2010)

34.1 Employees covered by this Agreement shall accrue paid vacations at the rates indicated below:

While employees are working seven (7) twelve (12) hour workdays bi-weekly:

Zero (0) to five (5) years employment	--	<u>84</u> hours annually
Five (5) to ten (10) years employment	--	<u>126</u> hours <u>annually</u>
Ten (10) or more year's employment	--	<u>168</u> hours <u>annually</u>

While employees are working a schedule other than the seven (7) twelve (12) hour workdays bi-weekly schedule:

<u>Zero (0) to five (5) years employment</u>	--	<u>80</u> hours annually
<u>Five (5) to ten (10) years employment</u>	--	<u>120</u> hours <u>annually</u>
<u>Ten (10) or more year's employment</u>	--	<u>160</u> hours <u>annually</u>

34.2 An employee may accumulate and carry over earned but unused vacation equal to two (2) times his annual rate of accrual. Any time in excess of this amount on each succeeding October 1st will be forfeited by the employee. For example, an employee who earns 84 hours of vacation time each year can have a maximum of 168 hours of vacation time on the books on each October 1st. Any amount in excess of 168 hours will be forfeited as of October 1st. An employee who earns 80 hours of vacation time each year can have a maximum of 160 hours of vacation time on the books on each October 1st. Any amount in excess of 160 hours will be forfeited as of October 1st. The only exception to the above accrual limits would be in the unlikely event that the Chief of Police or his/her designee would not allow a timely request to use an employee's accrual time down to the mandated limits. This would only occur in the event of a major disaster in the Town which extended over many months, i.e., Hurricane Andrew and its impact on South Dade.

34.3 The estate of a deceased employee shall receive 100% of the value of accrued vacation and holiday leave, at the time of death, to be paid within thirty (30) days.

34.4 Upon termination of employment for any reason, the balance of all vacation time earned and accrued including overtime and holiday time accrued, will be converted into terminal leave.

34.5 Leave selection will be based on classification seniority, within the assigned shift, with administrative consideration subject to the needs of the department. Leave selection will occur after the yearly shift bid occurs for the period of October through April and in April for the period of May through September. During the leave selection, one "consecutive period" of leave time will be granted by classification seniority depending on assignment. Any other request for leave during the period will be granted on a first come/first served basis subject to the needs of the department.

ARTICLE 35

SPECIAL ASSIGNMENT AND DUTY PAY

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- 1522 35.1 Detectives will receive a differential of \$100.00 per month. Detective Sergeants will receive a differential of \$200 per month.
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- 1525 35.2 Officers assigned to the traffic unit will receive a differential of \$100.00 per month.
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- 1527 35.3 Training officers will receive a differential of \$100.00 per month.
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- 1529 35.4 Certified field training officers (FTOs) assigned by the Chief of Police will receive \$100.00 per month. The number of certified field training officers (FTOs) assigned and therefore receiving this assignment pay will be determined by the Chief of Police.
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- 1533 35.5 School Resource Officers and Police Academy representatives or officers who work five (5), eight (8) hour days, will receive \$100 per month assignment pay.
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- 1536 35.6 Sergeants assigned by the Chief of Police to Special Operations (SOP) will receive \$100.00 per month. The number of Sergeants receiving this assignment pay at any one time will not exceed two (2) Sergeants.
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- 1539 35.7 A member assigned by the Chief of Police as Public Information Officer (PIO) will receive \$100.00 per month. The number of members receiving this assignment pay at any one time will be determined by the Chief of Police.
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- 1542 35.8 At no time will any employee covered by this agreement be compensated for more than two (2) special assignments regardless of their assignment.
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- 1545 35.9 Special assignment and duty pay will not be paid to any employee on terminal leave.
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- 1547 35.10 The composition, team title, and number of members of each specialized team or unit shall be determined by the Police Chief or designee. All Specialized assignments shall be at the sole discretion of the Police Chief, who may at any time change the number or make up of the team. The Police Chief has the sole discretion to remove or replace a member of any Special Team, unit, or assignment, provided he/she provides ten (10) days written notice and continues to pay the Special Team assignment pay for ninety (90) days after notice is given.
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ARTICLE 36

WAGES AND LONGEVITY

36.1 The Town will make longevity payments as follows:

- Seven (7) to ten (10) years of service -- \$1,500 per year
- Eleven (11) years of service and over -- \$2,000 per year

Longevity payments will be based on the length of the employee's continuous service as a Sworn Officer with the Town, and will be paid on a pro-rated bi-weekly basis.

36.2 The pay plan will show three (3) amounts per pay grade step. Step a will be employee base pay. Steps b and c will reflect the \$1,500 and \$2,000 longevity pay.

36.3 An employee obtaining a promotion from the position of Police Officer to Sergeant and Sergeant to Lieutenant will receive at least a five percent (5%) increase to his/her base salary.

36.4 For All Current Employees in the Bargaining Unit:

- A. For the Fiscal Year beginning October 1, 2010 and ending September 30, 2011 eligible employees will receive their step increase on their anniversary date.
- B. For the fiscal year October 2011-September 2012, an additional 2.5% step will be added to the top of the pay plan for each position. All eligible employees in the bargaining unit that have been at the top step for over one year will be moved to the new step on the first day of the first full pay period in October 2011. Employees that have not been topped out for over one year will move to the new step on their anniversary date.
- C. For the fiscal year October 2012-September 2013, an additional 2.5% step will be added to the top of the pay plan for each position. All eligible employees in the bargaining unit that have been at the top step for over one year will be moved to the new step on the first day of the first full pay period in October 2011. Employees that have not been topped out for over one year will move to the new step on their anniversary date.

36.5 For All Employees Hired After October 1, 2010

Effective October 1, 2010, an additional grade and step plan containing steps that are three and five tenths percent (3.5%) apart will be added for each position covered by this agreement. This new grade and step plan will apply to all members hired on or after October 1, 2010.

Effective the first day of the first full pay period in October 2011, a 2.5% step shall be added to the top of each pay plan.

Effective the first day of the first full pay period in October 2012, a 2.5% step shall be added to the top of each pay plan.

Note: The grade and step plans for the job classifications covered by this Agreement are contained in Appendix D.

36.6 Right to Re-open

The FOP may request to re-open the wages article in the event that the Town of Davie negotiates a larger overall financial benefit for Firefighters during contract negotiations with the IAFF Local 2315 during negotiations for the renewal of their 2011-2014 collective bargaining contract.

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ARTICLE 37

TERMINAL LEAVE

- 37.1 Whenever an employee leaves the Town's employ, the employee's leave time will be converted into terminal leave in accordance with Articles 20.8, 20.9, and 34.4. The employee, although no longer actively working, will be, at the discretion of the Town Administrator or his/her designee, paid in lump sum or biweekly for their terminal leave as available up to a maximum of 80 hours per pay period until such leave is exhausted.
- 37.2 An employee utilizing terminal leave will continue to accrue sick and vacation leave at their regular accrual rates on any terminal leave used. Such accrued sick and vacation leave will be automatically converted into terminal leave in accordance with Articles 20.8 and 34.4.
- 37.3 An employee utilizing terminal leave will continue to receive health insurance pursuant to Article 23.1, 23.2. and 23.3 until their terminal leave is exhausted.
- 37.4 An employee utilizing terminal leave will continue to receive life insurance pursuant to Article 24 until their terminal leave is exhausted.

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ARTICLE 38

SEVERABILITY CLAUSE

- 38.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.
- 38.2 The parties shall upon written demand enter collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section. Negotiations shall begin within a thirty (30) day time period.

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ARTICLE 39

CHANGES OR AMENDMENTS

- 39.1 It is hereby agreed that this agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the agreement except by the mutual consent in writing of the parties hereto.

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ARTICLE 40
RETIREMENT

- 40.1 A. The parties agree that the Town will maintain its existing pension plan pursuant to current ordinance for the duration of this Agreement for all employees who are already members of the Davie Police Pension Plan.
- B. Employees hired and/or promoted into the Davie Police Pension Plan on or after 10/1/10, shall receive normal retirement benefits as follows. Employees in the second tier of the Davie Pension Plan shall have a maximum retirement benefit cap of 80% after 30 years of service. The multiplier shall be 3% for the first 20 years of service and 2% for each additional year, up to a maximum benefit of 80%.

These changes will be submitted for approval to the Florida State Division of Retirement, as well as to the Davie Town Council in the form of a revised Police Pension Plan ordinance.
- 40.2 The Town will transfer ownership of a unit member's Town issued service pistol and three (3) magazines to any unit member retiring in good standing.
- 40.3 The Town will allow retired officers, who are not employed by another law enforcement organization, the opportunity to complete the Criminal Justice Standards and Training Commission (CJSTC) firearms qualification course conducted by a Florida Department of Law Enforcement (FDLE) certified firearms instructor, with at least two (2) firearms, at least once per year, space permitting and only if at no cost to the Town. The Town will provide a CJSTC approved Florida Fire Arms Proficiency Card to said retired members upon successful completion of the course.
- 40.4 The Town will allow members to purchase 'air time' in accordance with IRS Rule 415N as amended by the Pension Protection Act of 2006. All costs of this buy back shall be determined by the Pension Board's actuary and such costs shall be borne by the affected employee(s). The actuary will base the cost on the actuarial equivalent of the buy back. The Pension Board may permit the buy back in either lump sum or over a multiyear time frame not to exceed five (5) years and not to extend past the employee's retirement date. If the employee buys back over a period of time, additional interest at the rate the plan earns will continue to accrue on the unpaid balance.
- 40.5 The Town agrees to modify the retirement ordinance allowing members to enter DROP between 20 and 25 years of service and remain in DROP for up to five (5) years.

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ARTICLE 41

LABOR-MANAGEMENT COMMITTEE

41.1 The Labor-Management Committee will be composed of up to three (3) members appointed by the Town Administrator or his/her designee, which will include the Town Administrator, and up to three (3) Union members who shall also be members of the bargaining unit. The committee will meet upon the request of either party within ten (10) days unless otherwise mutually agreed upon at a place established by the Town Administrator.

The purpose of the Labor-Management Committee is to facilitate communications between management and members of the union and to provide a forum to discuss law enforcement related activities. It is agreed that the Labor-Management Committee is not to be utilized as a substitute for the collective bargaining process or as a forum to discuss issues that should be discussed through the collective bargaining process.

ARTICLE 42

DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

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1698 42.1 The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and has an
1699 adverse impact on Town government, the image of Town employees, the general health, welfare, and safety of Town
1700 employees, and the general public at large. Accordingly, the Town is adopting the following drug-free and alcohol-
1701 free workplace policy that meets the Federal Drug Free workplace Act and the Florida Drug-Free Workplace program.
1702 All current and future applicants and employees are covered by this policy and, as a condition of employment, are
1703 required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may
1704 be subject to additional requirements.
1705
- 1706 42.2 Unlawful manufacture, distribution, dispensation, selling or attempting to sell, purchase, possession or use of any
1707 controlled substances is prohibited both on duty and while off duty. Controlled substances include, but are not limited
1708 to amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled
1709 substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812. Possession
1710 of unauthorized drug paraphernalia while on Town property is also prohibited.
1711
- 1712 42.3 While the Town understands employees and applicants under a physician's care may be required to use prescription
1713 drugs, use of said drugs that is not in accordance with the prescription and/or manufacturer's recommendations or any
1714 other abuse of prescribed medications will be dealt with on a case by case basis.
1715
- 1716 42.4 When employees have reason to know that the use of a particular medication may limit or impair their ability to
1717 perform their job -- e.g., based upon a doctor's advice or a warning label on prescription medication -- they should so
1718 notify their supervisor.
1719
- 1720 42.5 All employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or purchasing alcohol
1721 while on duty, while on Town property, or on any work site. Consumption of alcohol while on duty, including lunch
1722 and break periods, is strictly prohibited. Employees are also prohibited from using or abusing alcohol off duty to the
1723 extent that such use or abuse tends to have an adverse effect on job performance or otherwise have an adverse affect
1724 on the Town's image or relationship with other employees or the public. Further, possession of alcohol on Town
1725 property (inside lockers, in Town vehicles, etc.) is prohibited. This would exclude off-duty Town sponsored events
1726 such as picnics or Town parties and other exceptional circumstances (approved in advance in writing by the Town
1727 Administrator or designee), such as an undercover police officer consuming alcohol pursuant to an S.O.P. or with
1728 permission of his or her supervisor, or paramedics who possess alcohol for legitimate use. However, this does not
1729 relieve the employee from the responsibility of using moderation and judgment in the use of alcohol at all times.
1730
- 1731 42.6 Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited.
1732 "Under the influence" shall mean use or abuse of those amounts of drugs, alcohol, or controlled substances which test
1733 at levels which meet or exceed those set forth in Section 12 of this Article or for those substances when no level is
1734 established in Section 12, which meet or exceed applicable federal or state limits.
1735
- 1736 42.7 The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion
1737 that an employee is in violation of this policy. Random testing may be conducted pursuant to the Florida Drug-Free
1738 Workplace program. Selection of employees to be randomly drug and alcohol tested will be performed by an
1739 independent entity utilizing software accepted by the Federal Department of Transportation (DOT). From October 01,
1740 2007, through September 30, 2008, no more than fifteen percent (15%) of bargaining unit members will be randomly
1741 tested for drugs per year. From October 01, 2008, through September 30, 2009, no more than thirty percent (30%) of
1742 bargaining unit members will be randomly tested for drugs per year. Then after, no more than fifty percent (50%) of
1743 bargaining unit members will be randomly tested for drugs per year. No more that ten percent (10%) of bargaining
1744 unit members will be randomly tested for alcohol per year. Employees will be randomly tested on the day their name
1745 is selected if the selected employee is on duty that day. If an employee is not on duty the day that the employee's
1746 name is selected for random testing, the selected employee will be tested on the next day on which the employee is on
1747 duty. Said employee will not be told that his or her name had been selected until the next day on which the employee
1748 is on duty. If the selected employee is not tested on the next day on which the employee is on duty, the employee will
1749 not be tested on this occasion. The employee may be randomly selected for testing on another occasion.
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- 42.8 For the purposes of reasonable suspicion drug/alcohol testing, “reasonable suspicion” includes, but is not limited to, the following:
- A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
 - B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
 - C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
 - D. Evidence that an individual has tampered with a test administered under this Article during his employment with the Town;
 - E. Evidence that an employee has, during his employment, violated the provisions of section two (2), above.

It is agreed that at least two (2) supervisors must agree that there is reasonable suspicion to require an employee to submit to testing under the Article. The employee will be ordered to submit to the drug and/or alcohol test by a Lieutenant or higher ranking officer. The supervisors who confirm that there is reasonable suspicion to require an employee to submit to testing will reduce to writing the basis for their determination(s) by the end of their next working day.

- 42.9 Any employee who tests positive for alcohol and/or controlled substances, or who refuses to submit to testing, refuses to sign a consent form, fails to appear for testing, fails to cooperate and/or successfully complete rehabilitation programs and any required after-care programs, or tampers with the test specimen may be subject to disciplinary action, up to and including termination.
- 42.10 All job applicants given a conditional offer of employment will be tested for the presence of illegal drugs as a part of the application process. Any job applicant who refuses to submit to drug testing, refuses to sign a consent form, fails to appear for testing, tampers with the test specimen, or fails to pass the pre-employment drug test will be ineligible for hire. Such an individual may not reapply for employment with the Town for at least one (1) year from the date of the drug test.
- 42.11 Testing for drugs or illegal substances shall be done under the supervision of a “Medical review officer” (“M.R.O.”). M.R.O. means a licensed physician who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee’s positive test result in relation to the employee’s medical history or any other relevant biomedical information. Testing for drugs or illegal substances shall be done through a blood and/or urine analysis, intoxalysis, hair analysis, or other state or federally approved testing method. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substances through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:
- A. Urine sample collection will be unwitnessed unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
 - B. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
 - C. Employees may observe the labeling, sealing, and packaging for routing of their urine samples by laboratory personnel.
 - D. The laboratory shall maintain a record of the “chain of custody” of urine specimens.

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In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

42.12 Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee’s urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydro- cannabinol-9-carboxylic acid), methaqualone, opiates, and phencyclidine, and propoxyphene. All testing shall be done by a state or federally approved laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry [GC/MS]. All GC/MS confirmed positive test results shall be reviewed by the M.R.O. for final determination of test results. Employees shall be required to document their legal drug and/or substance use, as required by the laboratory and/or M.R.O. Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the Town, the Union [if applicable] in any proceedings held regarding any disciplinary action on account of a positive drug test result, and to any governmental agency). The affected employee must execute any required releases as a condition precedent to being able to challenge the Town’s compliance with this article and/or any aspect of the drug/alcohol testing procedure and/or results.

The levels used for employee drug tests will be consistent with those levels set forth under the applicable rules promulgated by the Florida Department of Law Enforcement (i.e. Rule 11B-27.0025, Fla. Admin. Code) and under the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla. Admin. Code), as amended from time to time. Those levels presently are as follows:

Drug Testing Standards

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	150 NG/ML
Benzodiazepines	300 NG/ML	150 NG/ML
Cocaine	300 NG/ML	150 NG/ML
Marijuana	50 NG/ML	15 NG/ML
Methaqualone	300 NG/ML	150 NG/ML
Opiates	300 NG/ML	300 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	150 NG/ML

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%.

Other drugs and substances listed in Schedule I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812 may be tested for on behalf of the Town. In any event, they will be tested at levels according to generally accepted toxicology standards.

42.13 Each employee shall have the right to challenge the Town’s adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

42.14 The Town, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the Town may offer rehabilitation to the employee. It is recognized that the Town must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the Town has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the Town’s decision. In the event the Town offers to rehabilitate an employee, the Town may place the employee on administrative leave without pay or may permit the employee to utilize accrued leave during his or her period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be terminated. Also, in the event the Town elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation to an employee one time and future “relapses” may be dealt with by immediate termination.

CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF DAVIE, FLORIDA AND THE FRATERNAL ORDER OF POLICE, DAVIE LODGE #100
OCTOBER 01, 2010 TO SEPTEMBER 30, 2013

- 1865 42.15 If the Town offers an employee the opportunity to enter into a drug or alcohol rehabilitation program, the Town may
1866 require the employee to execute any and all appropriate consent/release forms so that the Town can certify that the
1867 employee is enrolled in the program, is completing it, has completed it successfully, and/or is attending any after-care
1868 program. The Town may require an employee to submit to random testing for up to two (2) years after the employee
1869 returns to work. All counseling or treatment provided for in this policy is to be at the employee's expense, however
1870 nothing shall preclude the employee from submitting his or her expenses for reimbursement in accordance with any
1871 appropriate medical plan sponsored by the Town.
1872
- 1873 42.16 It is the responsibility of each employee who observes or has knowledge of another employee in a condition which the
1874 employee is or appears to be impaired in the performance of his or her job duties or who presents a hazard to the
1875 safety and welfare of others or is otherwise in violation of this policy, to promptly report the fact to his or her
1876 immediate supervisor. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation
1877 of this policy, or any supervisory or managerial employee who investigates or takes action in good faith based on
1878 reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports
1879 or participating in any investigation or action based thereon.
1880
- 1881 42.17 Any employee who is convicted of a criminal drug statute violation, or of any law involving driving a motor vehicle
1882 while intoxicated on or off the job may be subject to immediate disciplinary action, up to and including termination.
1883 As used herein, the term "convicted" means a plea of guilty, a plea of "nolo contendere," or a finding of guilty
1884 (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine
1885 violations of federal, Florida or any other state criminal drug statute or law concerning driving while intoxicated.
1886
- 1887 42.18 Any employee who is arrested, charged and/or convicted of a criminal drug statute violation, or of any law concerning
1888 driving while intoxicated on or off the job must so notify the Town's Human Resources Director, in writing, no later
1889 than five (5) calendar days following such arrest, charge or conviction. It is the responsibility of the Human
1890 Resources Director to notify any federal agency with which the Town has a contract or grant as a condition of
1891 employment involving any employee convicted of any criminal drug statute for a violation occurring in the workplace
1892 within ten (10) days after receiving notice by the employee or by any other party.
1893
- 1894 42.19 Pursuant to an on-going drug and alcohol awareness program, the Town will periodically inform employees, formally
1895 and/or informally, of the dangers of drug and alcohol abuse in the workplace, the Town's policy of maintaining a
1896 drug-free and alcohol-free workplace, available drug and alcohol counseling, rehabilitation and assistance programs,
1897 and that violation of the Town's policy may result in disciplinary action, up to and including termination.
1898
- 1899 42.20 A condensed bulletin of this policy will be posted on departmental bulletin boards and available in pamphlet form.
1900 The bulletin and pamphlet forms will both make reference to where the comprehensive policy may be viewed.
1901
- 1902 42.21 An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including
1903 termination.

ARTICLE 43 - K-9/MOUNTED PATROL

- 1904
1905
1906 43.1 Currently, the normal work week for canine officers is four (4) ten (10) hour days on duty followed by three (3) days
1907 off duty. For so long as canine officers are assigned to this schedule, the Town will continue the practice of providing
1908 canine officers with time off to care for their dog(s). For normal duty days, canine officers will be given one (1) hour
1909 off work without loss of pay in order to care for their dog(s). For normal days off, canine officers will receive one (1)
1910 hour of pay. During each two (2) week pay period, pay for off duty time will be paid five (5) hours at the officer's
1911 base rate of pay and one (1) hour at the officer's overtime rate of pay.
- 1912
1913 43.2 The Town will pay the cost to board the dog at the Town Veterinarian while a handler is on approved leave.
- 1914
1915 43.3 The five (5) hours of an officer's base rate of pay for off duty time paid during each two (2) week pay period during
1916 which the officer is assigned to a canine office schedule is designated to be included in the Pension calculation.
1917 Additionally, the monies received for assignment to the canine officer that are included in the Pension calculation are
1918 subject to the prevailing percentage rate that plan members contribute to the Town of Davie Police Officers Pension
1919 Plan.
- 1920
1921 43.4 A. The Police Chief will periodically renew and evaluate the mounted unit. The Police Chief may, in his/her
1922 sole and exclusive discretion, disband the mounted unit.
- 1923
1924 B. Whenever the Police Chief determines that it is appropriate to select an officer to serve in the mounted unit,
1925 the Police Chief will seek volunteers from among those persons the Chief deems appropriate and qualified.
- 1926
1927 C. Any officer selected to serve as a mounted police officer for the Town permits and allows the Town to lease
1928 the officer's horse for One Dollar and 00/100 Cents (\$1.00) per year.
- 1929
1930 D. During the period in which an officer serves as a mounted police officer for the Town, the Town will
1931 reimburse the officer for expenses associated with the following:
- 1932
1933 1. daily horse feed and water;
- 1934 2. expenditures for horse re-shoeing once every four-six (4-6) weeks, inclusive of shoes and costs
1935 associated with same;
- 1936 3. veterinary costs, inclusive of examinations, medication, and any necessary transportation.
- 1937
1938 E. During the period in which an officer serves as a mounted police officer for the Town, the Town will provide
1939 insurance coverage for the horse through a policy of the Town's selection.
- 1940
1941 F. Any officer selected to serve in the mounted unit for the Town agrees that a maximum of seven (7) hours per
1942 week outside of his or her regular work schedule are sufficient to care for, maintain and perform other tasks
1943 related to his or her mounted police horse, and that such time spent may include, but is not limited to:
- 1944
1945 1. feeding the horse on a daily basis;
- 1946 2. grooming and cleaning the horse as needed;
- 1947 3. saddling and unsaddling the horse for duty;
- 1948 4. providing exercise and any necessary training for the horse;
- 1949 5. cleaning up after the horse and maintaining the horse's stable; and
- 1950 6. any other task required to care for or maintain the officer's horse not delineated in this agreement .
- 1951
1952 G. Each officer selected to serve as a mounted police officer accepts and understands that seven (7) hours per
1953 week constitutes an adequate and reasonable amount of time to properly care for, maintain, and perform
1954 other tasks pertaining to his or her horse on a prospective basis. Any other time spent by the mounted police
1955 officer with his/her horse is done on a purely voluntary basis and is not compensable.
- 1956
1957 H. Each officer selected to serve on a mounted unit accepts and understands that voluntary visits to the horse by
1958 the mounted police officer and/or a member of his/her family, for any purpose beyond those delineated in
1959 this agreement, will not constitute compensable time for purposed of the Fair Labor Standards Act, 29 U.S.C.
1960 206(a).

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ARTICLE 44

AD&D

- 44.1 The AD&D policy the Town may offer its law enforcement officers will contain benefits in addition to those required by statute. Additional benefits will continue for the duration of the policy; the extended policy will be renewed only if it is financially advisable for the Town to do so. Non-renewal of the policy should in no way be construed to mean that the Town has violated the prevailing rights article of the collective bargaining agreement in that any benefits offered beyond those required by statute may be discontinued.
- 44.2 The Town will make available for review the policy in effect.
- 44.3 In addition to benefits required by state statute, the AD&D policy effective October 1, 1993 for the Town's law enforcement officers will offer the following:
 - Heart and Circulatory Coverage.
 - Weekly Accident Indemnity – This will provide \$100.00 a week for up to 52 weeks. There is a seven-day waiting period, unless the disability goes beyond 20 days.
 - Day Care Benefit – This benefit provides up to \$2,000 per year for a maximum of two years for each child who is enrolled in a day care at the time an insured is intentionally killed.
 - Education Benefit – This benefit provides up to \$2,000 per year for a maximum of two years for each child who is enrolled in an institution of higher learning at the time an insured is intentionally killed.

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ARTICLE 45

TERM OF AGREEMENT

- 45.1 This Agreement shall become effective upon ratification by both parties hereto, and shall remain in full force and effect through and including September 30, 2013. All terms, conditions, wages, and benefits become effective upon ratification by both parties hereto, unless otherwise specifically noted herein.
- 45.2 In the event of a conflict between a Town ordinance or personnel rule and regulation and this contract, the provision in the contract will prevail.
- 45.3 All Letters of Understanding entered into between the Town and the PBA and/or FOP shall be null and void.

This Agreement is signed this _____ day of _____, 2010.

John Puleo
Staff Representative

Gary Shimun
Town Administrator

John Nasta, FOP Representative

Judy Paul, Mayor