

**AGREEMENT
BETWEEN
TOWN OF DAVIE**

-And-

**FEDERATION OF PUBLIC EMPLOYEES
A DIVISION OF THE NATIONAL FEDERATION
OF PUBLIC AND PRIVATE EMPLOYEES,
AFFILIATED WITH DISTRICT NO. 1 - MEBA, AFL-CIO**

WHITE COLLAR UNIT

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PREAMBLE

This Agreement is made and entered into by and between the Town of Davie, (hereinafter referred as to the Town) and the Federation of Public Employees, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFFILIATED WITH DISTRICT 1 - MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA), AFL-CIO, (hereinafter referred as to the Union).

Whereas the Federation of Public Employees has been selected as the sole and exclusive bargaining representative for the certified bargaining unit set forth in Article 1 and has been recognized by the Town of Davie as the exclusive bargaining representative for said employees, it is the intention of the parties of this Agreement to provide, for a salary schedule, fringe benefits, and terms and conditions of employment of the employees covered by this Agreement, and to provide for an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree as follows:

ARTICLE 1

RECOGNITION

The Town of Davie recognizes the Federation of Public Employees, FEDERATION of PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFFILIATED WITH DISTRICT 1 - MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA), AFL-CIO, as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

INCLUDED: All regular full and part-time white-collar personnel employed by the Town of Davie in the following job classifications: Administrative Secretary, Building Inspector, Building Plans Examiner, Cashier-Receptionist, Chief Building Inspector, Chief Electrical Inspector, Chief Mechanical Inspector, Chief Plumbing Inspector, Clerk-Customer Relations I, Clerk-Customer Relations II, Clerk Typist, Community Affairs Representative, Computer Operator, Electrical Inspector, Finance Clerk I, Finance Clerk II, Mechanical Inspector, Permit Clerk I, Permit Clerk II, Permit Clerk III, Permit Examiner, Plumbing Inspector, Police Service Aide (P.S.A.), P.S.A. Special Assignment, Secretary, and Zoning Clerk.

EXCLUDED: ___ All white collar employees working in the classifications of Director of Administrative Services, Assistant Planner, Assistant Town Clerk, Budget & Finance Director, Building Official, Senior Planner, Parks & Recreation Director, Development Services Director, Police Service Aide Supervisor, Public Works Director, Town Administrator, Utility Director, Vehicle Maintenance Supervisor, Aide to Administrator, Planning Technician, Purchasing Specialist, Secretary to Police Chief, Secretary to Administrative Services Director, Economic Development Director, confidential positions, and all other positions not named above.

Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the aforescribed unit as defined by the Florida Public Employees Relations Commission, Case No. RA-84-007, Certification No. 499, Certificate of Exclusive Bargaining Representative, and as amended October 17, 1991 Order No. 91E-268 and November 14, 1994 Order No. 94E-302.

The parties have mutually agreed to exclude Administrative Secretaries, effective November 25, 1991, and include Clerk Typist II, effective December 16, 1992.

The parties have mutually agreed to consolidate Permit Clerk I and Permit Clerk II to Permit Clerk, effective August 9, 1995.

The parties have mutually agreed to include Lead Permit Clerk effective 12/11/97.

ARTICLE 2

NON-DISCRIMINATION

- A. The Town and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on account of race, color, creed, disability, national origin, age, religion, sex, sexual orientation or political affiliation.
- B. The Town of Davie agrees that neither it nor any of its official representatives will intimidate or coerce any employees or group of employees to refrain from joining or becoming a member of the Federation of Public Employees.

___The parties agree that there will be no discrimination against an employee for joining or not joining the Federation of Public Employees.

The Federation shall not be required to process grievances for employees who are not dues paying members in good standing with the Federation.

- C. Whenever action is taken to comply with the Americans With Disabilities Act (ADA) of 1990, the Town shall notify the Federation of said action and provide the union with available information unless prohibited due to confidentiality and/or non-disclosure by ADA.

ARTICLE 3

NO STRIKES, NO LOCKOUTS

The Federation agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.

The Town agrees that there shall be no lockout of employees for any reason except in those cases where the Town deems such action necessary for the safety of its property and citizens.

ARTICLE 4

MANAGEMENT RIGHTS

It is understood that the Town of Davie has the right to operate all departments and divisions of the Town and this Agreement shall not be construed to limit in any way the right of the Town of Davie to manage and operate its business.

In order to fulfill this commitment and responsibility the Town of Davie shall have the right, subject to the terms and conditions of this Agreement to:

1. Hire, promote and evaluate employees.
2. Discipline, demote, suspend or discharge employees for just cause.
3. Determine unilaterally the purpose of each department, division or operation.
4. Determine what reasonable work activities are performed.
5. Exercise control and discretion over the employees and operations of the Town of Davie.
6. Cause reductions in work force for legitimate reasons, after negotiating the impact of said reductions with the Federation.
7. Set standards of services to be provided.
8. Formulate, change or modify rules, regulations and procedures provided it is not contrary to the provisions of this Agreement.

ARTICLE 5

EMPLOYEE RIGHTS

A. PERSONNEL FILES

1. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained in the Town Hall. However, this does not preclude Departments from maintaining their own files or supervisor notes.
2. Any member of the bargaining unit shall have the right to examine his/her personnel file at any reasonable time, upon request to the Town's Records Custodian. The employee may request copies of documents in his/her personnel file and the Town shall provide employees with requested copies pursuant Resolution R-90-304.
3. An employee may if he/she desires, file a statement of rebuttal to any document in the personnel file. Said rebuttal shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached, and shall not contain opinions and/or disparaging remarks about employees, supervisors, or the Town in general.

B. PERFORMANCE EVALUATIONS

1. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation.
2. All regular employees shall be evaluated at least once each fiscal year. The evaluation shall be completed within sixty (60) days of the employee's anniversary date. If the evaluation is not completed within the sixty (60) days, then the employee shall receive his/her wage increase automatically for that evaluation period. The employee's new pay rate shall be effective on the employee's anniversary date. This section shall not apply to employees on paid or unpaid leaves of absence.
3. All regular employees shall have the right to grieve any evaluation that has an overall rating of below "meets expectations". Employees who have

reached the maximum pay level for their current unit positions may grieve the evaluation only through Step 3 of the grievance procedure.

C. LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee formed within the bargaining unit.

This Committee shall consist of three employees designated by the Federation and two supervisors/department heads designated by the Town. The Committee shall meet during regular business hours. Time off with pay, as required shall be granted to employees designated as Committee members for attendance at Labor Management meetings.

The Labor Management Committee shall meet on at least once every four months as well as other times by mutual consent. The purpose of these meetings shall be to discuss problems and objectives of mutual concern not involving grievances. Recommendations of the Labor Management Committee are not binding unless approved by the Town Administrator or his or her designee and the President of the Federation or his or her designee.

D. FACILITIES

The Town agrees that there will be adequate lunchroom and lavatory facilities provided and maintained by the Town, as well as, lockers for each P.S.A. Special Assignment.

ARTICLE 6

FEDERATION RIGHTS

A. DUES DEDUCTIONS

Union deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the Town for these deductions. The amount of monies to be deducted for each employee shall be provided by the Federation to the Town. Any changes in the amounts to be deducted shall be given to the Town thirty (30) days in advance. These monies along with a list of each employee's name and bi-weekly base earnings shall be transmitted to the Federation within thirty (30) days after the bi-weekly deductions.

The Federation shall indemnify the Town and hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Town to comply or attempt to comply herewith.

Dues shall be deducted bi-weekly and sent to The Federation of Public Employees, 1700 N.W. 66th Avenue, Suite 100B, Plantation, Florida 33313 Attention Secretary-Treasurer.

B. SERVICES TO THE UNION

The Town shall provide to the Federation, upon request, a list of all bargaining unit employees, including name and address (address pursuant to provisions of FSS 119).

C. ON-SITE REPRESENTATIVE

1. The Federation shall appoint three On-Site Representatives, one of whom shall be the Chief On-Site Representative and three alternates, for the bargaining unit and shall notify the Town of those representatives in writing.
2. Each On-Site Representative, or alternate, if designated by the On-Site Representative, shall have up to fifteen (15) minutes, with pay, to discuss any grievance with a unit member. The On-Site Representative or alternate, if designated by the On-Site Representative, may attend any grievance meeting at no loss of pay.

3. The Chief On-Site Representative shall have the right to attend any and/or all meetings, conferences, etc., between the Town and the Federation concerning rates of pay, rules and/or working conditions affecting employees within the designated unit at no loss of pay.
- 4.—The three (3) on-site representatives shall be permitted three (3) days off per year at no loss of pay as approved by the department director to attend an officially sanctioned Federation business.
5. For purposes of calculating overtime pay, all time spent by the On-Site Representative or the Chief On-Site Representative pursuant to Section C of this article shall count as time worked during regular work hours not to exceed a total of ten (10) hours, in the aggregate per on-site representative in the fiscal year. All hours must be documented in a memorandum to Human Resources.

D. BULLETIN BOARDS

The Town agrees that it shall provide space on all bulletin boards in departments in which unit members work for use by the Federation of Public Employees. The Town shall provide an enclosed and locked bulletin board for the white collar unit in the Police Department, Development Services Department and Town Hall to be located at the break/lounge area.

E. USE OF DEPARTMENT FOR DISTRIBUTION OF FEDERATION MATERIAL

1. The Town agrees to permit the Federation to distribute Town approved written material, provided that such material will only be disseminated on the normal payday. The Federation shall notify and provide the material to be distributed to the Town Administrator or designee no later than 11:00 a.m., two (2) days preceding the normal payday.
2. It is understood by both parties that the Town shall incur no liability with respect to any action that may or may not be taken by any individual, group, or corporation as a result of the distribution of such material.

F. USE OF TOWN FACILITIES

The Federation will be permitted to use a Town facility at no cost as available, for sanctioned Union business, providing said arrangements have been made with the appropriate department.

G_COPIES OF AGREEMENT

The Union agrees to pay fifty percent (50%) of the actual cost of reproduction of one hundred (100) copies of this agreement (CBA) and the Union will provide all bargaining unit members with a copy of the Collective Bargaining Agreement.

ARTICLE 7

GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute or grievance arising between the Town and the union or any employee over the interpretation or application of this Agreement shall be processed in the following manner:

A. Step 1 Within ten (10) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the On-Site Representative (at the employee's option), shall take it up with his immediate supervisor who may render a decision within five (5) working days and if not adjusted, then; shall automatically proceed to Step 2.

___Step 2 If not resolved within the time frame specified above, the grievance shall be reduced to writing and signed by the aggrieved employee and the On-Site Representative, and the grievance shall be filed with the Department Head or designee within five (5) working days. The On-Site Representative, the grievant, and the Department Head shall discuss it. If not adjusted at that time, proceed with Step 3.

___Step 3 If not resolved within five (5) working days of the meeting in Step 2, the grievance shall be submitted to the Town Administrator or designee for decision. The Union Representative, representative, the On-Site Representative, the grievant, and the Town Administrator, or his designee, shall discuss it with the response to be rendered within ten (10) working days thereafter. If not adjusted, then proceed to Step 4.

Step 4 Not later than twenty (20) working days after the response is rendered in Step 3 the grievant, if not satisfied with the response at Step 3, may request such dispute or grievance be submitted to arbitration, as follows:

1. Upon failure of the parties to agree upon an arbitrator within ten (10) working days from the written request of either party to the other for arbitration either party may, upon written notice to the other request the Federal Mediation and Conciliation Service to

designate an arbitrator in accordance with their rules. The decision of the arbitrator in the matter if made in accordance with this contract and the applicable State and Federal Laws and judicial interpretations, shall be final and binding on the parties.

2. The power of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to add to or subtract from or modify any of the items of this Agreement, nor shall he have power to establish or change any wage scale or classification.
3. The fees and expense of the impartial arbitrator shall be borne equally. All other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.

B. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit and may be submitted at Step 2 or 3 if mutually agreed to by the Town and the Federation.

C. In the event an employee is discharged by the Town, the aggrieved party to this Agreement or employee or employees may, within a reasonable period of time not to exceed ten (10) business days, grieve his/her discharge to the Town Administrator or his designee who shall, within five (5) business days of the receipt of the discharge grievance, meet with a representative of the Federation in an attempt to resolve the grievance. At this meeting the employee and/or the On-Site Federation Representative shall also be present. Within five (5) business days after this meeting, Town Administrator shall render his decision in writing.

Not later than twenty (20) business days after a response is rendered by the Town Administrator, the grievant, if not satisfied with the response, may request such dispute or grievance be submitted to arbitration, following the procedure set forth in Section A of this article.

D. Any grievance or dispute not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.

E. Any employee who is a dues paying member shall be entitled to use the grievance procedure even during their probationary period for other than a grievance involving discharge.

- F. The Union will not be responsible for handling grievances of non-dues paying bargaining unit employees.

- G. Time limits set in this Article shall not include Saturdays, Sundays, or paid holidays, except where indicated.

- H. Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the Employer and the Union, however, such settlement shall not constitute an admission the contract was violated nor shall it be used as a precedent for future contract interpretation.

ARTICLE 8

RULES AND REGULATIONS

The Federation recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of Town business and reasonable penalties for violation of such rules provided said rules and regulations do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Established rules, regulations and penalties shall be posted on all departmental bulletin boards. Changes in present rules shall not become effective until they have been posted for forty-eight (48) hours.

Employees will be provided with a written copy of the new rules within thirty (30) days of implementation.

ARTICLE 9
DISCIPLINARY ACTION

An employee may be disciplined only for just cause.

ARTICLE 10

HOURS OF WORK

The Town agrees to maintain the current hours of work for all bargaining unit employees.

A. SHIFT DAY OFF EXCHANGE

The Police Chief or designee shall approve the temporary exchange of shifts and/or days off for P.S.A. Special Assignments provided the exchange is consistent with operational requirements, does not result in overtime and is not in violation of the basic workweek. Request for exchange shall not be unreasonably denied.

B. SHIFT ASSIGNMENT/ROTATION

Shift assignment for P.S.A. Special Assignments shall be made according to seniority as well as administrative needs, and shall be bid upon once per year.

Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a double shift unless, in the sole discretion of the Police Chief or designee, it is deemed absolutely necessary. Bargaining unit employees rotating from one shift to another shall be entitled to at least eight (8) hours of off duty time before returning to work.

C. BREAKS AND LUNCH PERIODS

The Town agrees to maintain the current lunch and break periods for all bargaining unit employees.

D. TARDINESS

Each employee shall be allowed up to three occurrences of tardiness of no longer than seven (7) minutes per occurrence, during a twelve (12) month period with no disciplinary action.

ARTICLE 11

OVERTIME

- A. The normal workweek for employees covered by this Agreement shall consist of eight (8) hours a day, five (5) consecutive days for a total of forty (40) hours per week. The normal workweek shall be Monday through Friday unless otherwise specified for specific departmental needs.
- B. All hours worked in excess of an employees scheduled work day or workweek shall be paid at the overtime rate of the employees current rate of pay at one time and half (1 - 1/2).
- C. For the purpose of computing overtime, holidays, vacation leave, authorized sick leave, meal breaks, rest periods or any other paid leave of absence shall be counted as time worked.
- D. There will be a minimum of two (2) hours call in pay plus one (1) hour travel time for any employee who is called to work outside his/her regularly scheduled hours of work. An employee who works a holiday shall be compensated at the overtime rate of the employees current rate of pay at one and one half (1- 1/2)
- E. To the extent possible, the Town agrees to distribute overtime in an equitable manner among qualified unit personnel normally assigned to perform such assignments. To the extent possible, the Town will fill overtime vacancies in an equitable manner among qualified personnel. An accurate record reflecting the overtime work assigned to each employee covered by this Agreement shall be available to the FPE upon request.
- F. Employees normally shall not have the right to refuse overtime, except if a family emergency exists. However in no event can an employee refuse overtime if the Town Administrator, or designee, determines such overtime is necessary to meet operational requirements.
- G. 1. In the event a Bargaining Unit Member is called in to work or instructed to remain at work after his or her scheduled work hours due to a declared emergency situation or a threatened emergency situation, the Bargaining Unit Member shall be compensated at a rate of twice (2X) his or her base hourly pay rate for all hours in excess of his or her regularly scheduled work hours.
- 2. All Bargaining Unit Members called in to work under the provision of subsection 1 shall be entitled to a minimum of two (2) hours pay plus one (1) hour of travel time.

- H. Emergency call-out time shall commence (a) when the Bargaining Unit Member receives a call to report to work or is instructed to return to work by a public announcement pursuant to a declaration of emergency by the Town Administrator or his or her designee; or (b) when the Bargaining Unit Member's supervisor instruct him or her to remain at work at the conclusion of his or her scheduled shift due to emergency conditions.

- I. A Bargaining Unit Member scheduled to work during a declared emergency and who is sent home or instructed not to report to work by his or her supervisor or the Town Administrator or designee shall be paid for the time he or she was scheduled to work at his or her base rate of pay.

ARTICLE 12

COURT TIME

A P.S.A. Special Assignment who attends court or a deposition in connection with a matter directly related to the performance of their official duties with the Town shall be compensated at their normal rate of pay when attending court or depositions during normal working hours.

If the court or deposition time begins and ends outside of normal working hours, the P.S.A. Special Assignment shall receive a minimum of three (3) hours pay at the one and one-half (1 1/2) times their regular hourly rate.

Time spent in court or at a deposition will not count as hours worked for determining whether hours worked during the work week should be paid at the overtime rate.

A P.S.A. Special Assignment who is required to be on stand-by status in connection with a job related court case will be provided with a beeper. Accordingly, the employee will not be required to remain at home in a constant state of readiness to appear for court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive compensation for such time. However, in the event that a P.S.A. Special Assignment is notified by the Town's Court Liaison Officer that he/she is on extended stand by subpoena outside of regular working hours the employee who wishes to be paid for extended stand-by time will be permitted to report to work at a location determined by the Police Chief (or his designee); the Police Chief (or his designee) will also determine the appropriate work assignment to be performed by said employee. The P.S.A. Special Assignment will be paid at his/her regular rate of pay and at the overtime rate of pay when he/she works more than forty (40) hours in a work week. When the P.S.A. Special Assignment is notified that the extended stand by status has ended, and the P.S.A. Special Assignment is directed to report for trial, then the P.S.A. Special Assignment will be entitled to court time, if at all, under the provisions as stated above.

ARTICLE 13

PROBATION

- A. When an employee is hired by the Town, or a current employee begins employment in a new or different position said employee shall be on probationary status for twelve (12) continuous months from the first date of employment in the new or different position, with an interim evaluation to be done after six (6) months. Probationary employees are eligible for a step increase if their overall performance level on their annual (12 month) evaluation is "meets expectations" or better*. Employees may be entitled to the use of their sick and vacation time in accordance with Article 16, as long as they have successfully passed an appropriate six (6) month performance review and period of six (6) months continuous employment with the Town. After a successful evaluation and completion of said twelve (12) continuous months, the employee shall attain a regular employee status.
- B. In the event a probationary employee does not meet expectations or better in their evaluation, an extension of up to ninety (90) days may be provided at the sole discretion of the department head. Said action shall not be subject to appeal by the employee and/or the Federation. If an extension is granted and the employee meets expectations, the anniversary date for the employee shall remain the same; however, the step increase will not be retroactive and shall commence the date the extended evaluation is completed.
- C. During an employee's initial probationary status, the Town may terminate said employee for any reason. Said action shall not be subject to appeal by the employee and/or the Federation.
- D. In the event that an employee employed by the Town who voluntarily fills a vacancy or a new position in any other job classification with the Town; and the Town determines, within the probationary period, that the employee has not satisfactorily performed that job, the employee will be given written notice of such unsatisfactory performance and allowed thirty (30) days to improve performance to the standards necessary. If after said thirty (30) day period, performance standards have not been attained, the Town shall place the employee in his or her former position or an equivalent grade level position within the bargaining unit provided that the employee meets all the qualifications for the equivalent grade level position. Alternately, the employee may elect to request to return to his or her former position within a period of twelve (12) months from the date of the promotion. If the Town certifies that no vacancy exists in the employee's former position or an equivalent grade level

position, the employee may be placed in a lesser grade level position. If no position is available at that time, employee shall be placed on recall subject to Article 19, however, the employee must respond within five (5) working days after the notice is sent or such recall rights are forfeited.

___ If the employee chooses to return or is returned to his or her previous position, he or she shall revert to the anniversary date held prior to the promotion/transfer.

Change of employment classification within this unit shall not result in a loss of use of accrued sick and vacation benefits.

**ARTICLE 14
SENIORITY**

- A. Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in any Town job classification covered by this Collective Bargaining Agreement, and shall continue as long as the employee has been carried for payroll purposes as an employee. Bargaining unit seniority will continue to accrue during all types of Town of Davie approved leave except for leave of absence without pay for more than ninety (90) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than ninety (90) days shall not cause the bargaining unit seniority date to be adjusted.

- B. Bargaining unit seniority shall be used to determine seniority in any situation where seniority is a determining factor with the exception of layoffs. In lay-off situations, the employee's date of hire with the Town shall be considered his/her date of hire regardless of whether or not the employee was in a bargaining unit position. As stated this Town wide seniority shall only apply in lay-off situations.

- C. Job classification seniority will take precedence over Bargaining unit seniority for the purpose of shift bidding only for PSA and PSA-SA employees in Records and Dispatch.

ARTICLE 15

HOLIDAYS

A. Authorized Holidays - The following holidays will be observed as holidays for Town employees within the Bargaining Unit:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day After Thanksgiving
President's Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	1/2 Day New Year's Eve
Labor Day	Employees Birthday *
Veteran's Day	Quality Service Day **

*Or another day as mutually agreed upon by the Department Director and the employee. (Must have been employed at least six (6) months).

**An employee who has no written disciplinary actions in a full fiscal year (Beginning with October 1, 1999 through September 30, 2000) shall receive a Quality Service Day during the following fiscal year. The day must be mutually agreed upon by the Department Director and the employee.

B. For this group when a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday. For regular employees in regular positions on a workweek other than Monday through Friday, the department head shall designate the work day that shall be observed. If any of the observed holidays fall on a normal work day within a scheduled vacation period, one additional day of vacation shall be granted.

C. Eligibility for Holiday Pay - In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before or after the holiday.

D. In the event that a holiday(s) falls outside the employee's work week, or the employee is required to provide an essential service, and that employee's work week is not Monday through Friday, the employee shall receive the equivalent of that holiday(s) as holiday time. Said holiday(s) must be requested by the employee within sixty (60) days from the date of the holiday(s). In the event that the employee requests holiday time off but is denied said time and/or days(s) off, the employee shall, at his option, either receive compensation in lieu of the holiday time and/or days(s) off or designate another holiday and/or time off. Said request shall not be unreasonably denied by the Town. In the event that the

employee fails to request his holiday time within sixty (60) days from the date of the holiday, then the Town shall have the right to designate the equivalent day(s) and/or time off on behalf of the employee.

- E. Any employee who works on a designated holiday shall receive holiday pay plus one and one-half (1 1/2) times his/her regular rate of pay for all hours worked on the holiday.

ARTICLE 16

LEAVES

A. VACATION

1. Each regular employee (leave shall accrue for part time employees in regular positions, working at least twenty (20) hours per week) shall be entitled to vacation with pay based on the schedule below:
 - a. Ten (10) working days each year for the first through the fourth (4th) year of employment;
 - b. Fifteen (15) working days each year for years five (5) through nine (9);
 - c. Twenty (20) days each year for years ten (10) and over.
2. Employees will be entitled to the scheduled vacation above or pay therefore, in event of resignation or termination, only after completion of twelve (12) months of continuous service. An employee may be permitted to take vacation with pay as long as they have successfully passed an applicable six (6) month performance review and a six (6) month continuous period of employment with the Town, but if the employee's service is terminated for any reason before twelve (12) calendar months and completion of probation, the amount paid for vacation will be deducted from the employee's final check.
3. Vacations are earned on the basis of length of service with the Town. When an employee resigns, he/she will be paid for any unused vacation. Accruals are pro-rated during the year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable, but it is understood that the efficient operation of the Town shall be the first consideration, and the Town shall have the right to assign vacations on that basis.
4. All pay due an employee while on vacation will be made available as if the employee were not on vacation. Advance pay will not be paid in excess of a two week period.
5. Vacation credits shall be cumulative; however, at the end of the fiscal year, vacation leave credits remaining to the employee in excess of eighty (80) hours if hired on or after 1/1/93 or one hundred twenty (120) hours if hired before 1/1/93 shall be forfeited.

The amount transferable for part time employees, working at least twenty (20) hours per week, will be equivalent to one half of the hours indicated above. At the end of the fiscal year, vacation leave credits in excess of the amount transferable shall be forfeited.

The amount transferable for part time employees will be equivalent to one half of the hours indicated above.

B. SICK LEAVE

1. Full time employees, including probationary employees, will earn credit of eight (8) hours of sick pay for each month of service. Such credit will be accumulated from the date of employment and will not exceed 1,040 hours. An employee who has accumulated at least twelve (12) days sick leave to his/her credit will be allowed to convert a maximum of four (4) days sick leave to vacation leave per fiscal year, which shall be subtracted from their sick leave. Sick leave credits will be prorated for part time employees in regular positions, including probationary employees, working at least twenty (20) hours per week. Sick leave for part time employees in regular positions may be accumulated up to a maximum of 520 hours.
2. Employees may use sick leave credit for personal illness or injury or illness or injury of a member of an employee's immediate family that requires the employee's personal care and attention, providing that the employee notifies his/her Department Director on the first day of absence for such illness or injury and states the reason for the absence. The division/Department Director, or his designee, must be notified within one hour of the employee's scheduled work shift.
3. Probationary employees earn credits for illness from the date of employment. Employees may be permitted to take sick leave with pay as long as they have successfully passed an applicable six (6) month performance review and a six (6) month continuous period of employment with the Town. Promotional probationary employees shall not be effected by this section.
4. An employee will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at the time of separation, provided the employee leaves after completion of his/her initial probationary period of employment in good standing. If an employee retires under the provisions of the Town Retirement System, he/she will be paid seventy-five percent (75%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group life

insurance policy. The maximum pay out for this article shall be 1,040 hours of sick leave credit and for part time employees will be equivalent to one half of the hours indicated above.

5. A regular employee who is absent from work because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of absence that he/she remains in full pay status.
6. The Town will grant to eligible employees one (1) personal vacation day for each six (6) months as designated below in which the employee in this unit does not utilize sick time, to a maximum of two (2) personal vacation days in a calendar year after the employee's initial probationary period has been satisfied. The six (6) month period will be calculated from January 1st through June 30th and July 1st through December 31st.

C. SICK LEAVE BANK

The parties mutually agree to establish a joint sick leave bank to provide Blue and White Collar Bargaining Unit employees with an emergency pool of sick leave days for illness, accident or injury of self, above and beyond those available under "sick leave" provisions.

Participation in such bank shall be voluntary and shall be governed as follows:

1. Requirements for eligibility in the sick bank:
 - a. members must be non-probationary bargaining unit employees;
 - b. employees must have a sick leave accrual of ten (10) work days or more at the time of enrollment.
2. Maintenance of Leave Bank:
 - a. bank will be activated when a minimum of the value of \$1,500 has been deposited;
 - b. employees must contribute two (2) hours of accrued leave (one (1) hour for part time employees) monthly to the leave bank; employee contribution must be authorized in writing to the Budget & Finance Department;
 - c. when the leave bank reserve has been reduced to a value of \$1,000, each employee must contribute additional hours to the leave bank as determined by the Committee; employee contribution must be authorized in writing to the Budget & Finance Department.

3. Withdrawal of Leave from Bank:

- a. employees must be members of the leave bank at least sixty (60) calendar days before leave can be withdrawn from the bank;
 - b. a member must have exhausted all accrued sick leave, vacation leave or compensatory leave before leave can be withdrawn from the bank;
 - c. a member receiving compensation from insurance such as Group Short Term Disability or Worker's Compensation for the time requested from the bank is eligible to receive only an amount of time which, when converted to cash, would not exceed his/her regular weekly pay when added to the compensation received from the other source(s);
 - d. a member may receive a maximum of eighty (80) hours (40 hours for part time employees) in full work day units, unless reduced in accordance with subsection 3(c) per calendar year.
4. A three-member bargaining unit committee ("Committee") shall be elected once a year by the bargaining unit members of the bank to administer the bank. The Budget & Finance Department and the Committee shall maintain records of contributions and withdrawals from the sick leave bank at all times. The Committee shall notify the Budget & Finance Department in writing of the amount of leave granted to a member of the sick leave bank.
5. Any alleged abuse or misuse of the sick leave bank shall be investigated by the bargaining unit representatives and Committee. If the investigation results in wrongdoing, the employee shall be notified by the Committee and he/she shall repay all sick leave days withdrawn from the bank.
6. Employees who choose to no longer participate in the sick leave bank shall forfeit their right to withdraw any leave already contributed to the bank.
7. Dissolution of bank will result in reassignment of the unused bank reserve to the then current members of the bank on an equal cash value basis.
8. 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 leave bank functions.
9. Sick leave bank usage or denial of usage shall not be grievable.

D. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay, beyond the vacation, sick and other leave to which an employee is entitled, may be granted for good and sufficient reason in the opinion of the Town Administrator or his designee. Efficient operation shall be the first consideration for approval of such leave. The term of the leave of absence shall be in writing and the leave will not be for more than six (6) months but the term may be extended for one (1) additional six (6) month period at the option of the Town Administrator or his designee.
2. This article shall include Maternity Leaves of Absence without pay. However, this section shall not exclude any benefits to which women are entitled for Maternity purposes under any other benefits provided for by the Town of Davie.
3. Such leave, including any extension, shall not affect an employee's continuous service providing there has been no impairment of his/her ability to perform the available work, but if an employee fails to return to work within the term of leave, the employee's continuous service shall be broken and employment shall be terminated.
4. At the end of the leave of absence, an employee will be entitled to reinstatement at a rate of pay not less than that which he/she received immediately prior to his/her leave of absence. The employee, upon return, shall return to his/her most recently held job or the equivalent.
5. During the leave of absence, the employee will not be entitled to accumulate any sick leave or annual leave (vacation). In addition, the employee will not be eligible for any holiday pay during such leave.
6. No leave of absence, with or without pay, will be granted to permit an employee to work at another job or conduct a business.
7. An employee who is granted an unpaid leave of absence must keep the insurance coverage on himself/herself and his/her dependents in effect by paying the entire premium for such coverage without contribution by the Town in advance each month during the period of such leave.

E. BEREAVEMENT LEAVE

1. Any employee who suffers the death of an immediate family member described in Section 2 shall be granted three (3) working days bereavement leave, however, if the funeral is held outside the State of Florida and is attended by the employee, he/she shall be granted five (5) working days bereavement leave.
2. For purposes of this section the term "immediate family" shall be defined as employee's father, mother, spouse, father-in-law, mother-in-law, brother, sister,

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 Department Director or Human Resources Director.)

3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

F. MILITARY LEAVE

The Town of Davie recognizes the right and duty of its employees to serve in units of the U.S. Armed Forces, Reserves, and the Florida National Guard. As such, military leave will be granted in accordance with applicable Federal and/or State Statutes.

G. JURY DUTY

Employees who are called for Jury Duty or who are subpoenaed as witnesses before any court of competent jurisdiction or administrative tribunal in the performance of their duties as a Town employee or in connection with this agreement shall, upon proper proof, be paid compensation for such time as they are actually detained from their regular hours, less the fee received.

H. ADJUSTMENT OF DATES

Any type of approved leave of absence (included but not limited to: vacation, sick, leave of absence without pay) less than three (3) months will not affect continuous service, however, leaves of absence for three (3) months or more will result in the adjustment of the employee's anniversary and evaluation dates, for all leave time for three (3) months or more, which affects all other articles of this contract.

ARTICLE 17

JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

- A. When the Town is actively seeking to fill a vacancy or creates a new position within this bargaining unit, the Town shall be required to post said vacancy on department bulletin boards. The notice shall be posted for five (5) days and shall include the rate of pay, minimum qualifications and deadline for application. In the event of exigent circumstances, internal and external postings may be advertised concurrently.

- B. The Town agrees that whenever a vacant position shall be filled within any job classification covered by this agreement first consideration shall be given to qualified Town employee applicants for said position.

- C. Each employee within the bargaining unit shall have an opportunity to apply and be considered for such position. Following the posting deadline, the applicants who meet the minimum qualifications shall be interviewed, tested; if applicable, and evaluated based upon their ability to perform the job. All things being equal, the applicant with the most seniority shall be appointed.

- D. Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection within a reasonable time, and in the case of rejection, the specific reasons for the rejection.

ARTICLE 18

WORKING OUT OF CLASSIFICATION

Each employee covered under this Agreement shall work within his/her regular job classification. However, in the event of temporary vacancies in either a lower or higher job classification within the Bargaining Unit, the Town of Davie may temporarily assign an employee to a different classification subject to the following provisions:

- A. An employee temporarily assigned by his/her department director to a higher paying job classification in the Bargaining Unit for a continuous period of eight (8) hours within a pay period shall be compensated at the regular rate of pay of the higher job classification.

- B. The employee temporarily working in a higher classification shall be paid at a step in that higher classification sufficient to give the employee a higher rate of pay, but in no event shall that higher rate of pay be less than five percent (5%).

ARTICLE 19

LAYOFF AND RECALL

A. LAYOFF

Layoff, defined, is the separation of an employee for lack of work or funds as determined by the Town, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part.

Prior to any proposed reduction in work force, furlough, layoff, abolishment of department or division, the Town shall, as soon as practicable, notify the Federation.

In the event of a reduction in force, furlough, layoff, abolishment of a department, division or job classification, the order of layoff shall be strictly by Town wide seniority and the order of layoff shall be as follows:

1. First - Temporary employees shall be terminated.
2. Second - Probationary employees shall be laid off.
3. Third - Regular employees shall be laid off.

___ The most recent employee hired shall be the first to be affected and said reduction in force, furlough, layoff, abolishment of a department, division, or job classification shall continue in the same order thereafter. Any regular employee who is affected by the above shall have the option of displacing any less senior employee in an equal or lower job classification employed by the Town provided the employee is able to immediately perform the duties of that job classification.

B. RECALL

Regular employees who have been laid off shall be reemployed in the reverse order from which they were laid off.

Any employee whose employment is affected by any of the circumstances contained above, shall, for a one (1) year period, have the right to fill any subsequent vacancy in the work force provided he/she has the ability to perform the duties of that position. The Town shall notify, by certified mail, any affected employee of any unit vacancy.

Employees who have been laid off shall have recall rights not to exceed twelve (12) months. When a vacancy occurs for which there is a recall list, the Personnel Division will send a certified letter of notice to the employee at the last address he/she filed with the Personnel Division with a courtesy copy to the Federation. If the employee refuses to return to work in the classification for which he/she is recalled, or if there is no response within ten (10) working days after the notice is sent, such employee would still be eligible for Town of Davie employment but not on a preferential recall basis.

C. CONTRACTING OUT

The Town is not precluded from time to time to add contractual employees for vacancies in classifications beyond the scope of budgeted positions. It is understood that the Town has the right to determine the nature and to what extent the work required in its operation shall be performed by employees covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. However, the Town shall notify the Union of its intent to contract and/or subcontract any existing or future work. The Town shall impact bargain over its decision to contract and/or subcontract that work currently being performed by any white collar bargaining unit employee.

When contracting or subcontracting occurs, the Town agrees to use every effort to place affected employees in other existing positions for which there are vacancies and for which the employees are qualified.

D. SEVERANCE PAY

All employees shall receive at least a two (2) week notice of layoff, or in lieu of notice two (2) weeks pay at his/her regular rate of pay. The Federation shall be furnished copies of all layoffs at the same time as the laid off employee receives his/her notice.

ARTICLE 20

SAFETY

SECTION 1

- A. The Town agrees that there will be a Town-wide safety committee which meets monthly during the term of this agreement. It is further agreed that the Bargaining Unit can have one (1) member on that committee.
- B. If job equipment is considered unsafe by an employee, then it shall be the responsibility of that employee to immediately report to his/her supervisor the faulty, unsafe equipment. The supervisor will inspect the reported equipment and determine, in writing, if the equipment will be used or repaired.
- C. Employees who are required to wear safety devices and/or equipment shall have such devices and/or equipment provided by the Town at no cost to the employee unless damaged or lost through employee negligence.

SECTION 2

- A. In the event an employee is involved in an accident while using a Town vehicle and it is determined that he/she is at fault or solely responsible for the accident, said employee shall pay up to \$300 toward the cost to repair or replace damaged Town vehicle and/or any other vehicle or damaged property for which the Town, as a result of the accident, becomes liable to expend monies. Determination as to whether an employee is at fault or solely responsible for an accident shall be made by the Police Department Traffic Unit or other designee as assigned by the Chief of Police.
- B. It will be the policy of the Town to promote safety within each work area. If an employee using a Town vehicle or motorized equipment is not involved in an accident, and has not incurred any Worker's Compensation claims, he/she shall be entitled to a safety incentive. In addition, the employee must have been employed for the full fiscal year to receive said incentive.
- Each fiscal year that an employee has no chargeable traffic accidents and worker's compensation claims, he/she will receive a \$50.00 savings bond or equivalent (\$25.00) as a safety incentive.

ARTICLE 21

UNIFORMS

A. The Town shall provide uniforms to the following classes of employees at no cost to the employee. The Town further agrees to maintain and have laundered said uniforms:

The following articles shall be issued to each P.S.A:

1. Police Service Aides and P.S.A. Special Assignments shall be supplied with five (5) complete sets of uniforms upon employment, which shall be replaced thereafter on an "as needed" basis as determined by the Chief of Police or designee. Further, the Town agrees that as a result of a uniform being damaged as a result of an employee working for the Town during said employee's working hours, the Town shall replace said uniform. Uniforms shall consist of the following:
 - a. five (5) shirts, in any combination of short and long sleeves at the employees option;
 - b. five (5) pairs of slacks or skirts or any combination of slacks and skirts, at the employees option (skirts shall not be worn by P.S.A. Special Assignments when on road duty);
 - c. one (1) belt;
 - d. one (1) pair of shoes;
 - e. one (1) light weight jacket w/ winter liner;
 - f. one (1) name tag;
 - g. one (1) hat;
 - h. one (1) metal badge;
 - i. one (1) set of rain gear which includes rain boots;
2. In addition to the above, the Town shall issue the following items to each P.S.A. Special Assignment assigned to road patrol:
 - a. one (1) whistle;
 - b. one (1) large Mag-Lite flashlight & Charger or equivalent;
 - c. one (1) reflective vest;
 - d. one (1) set of gloves;
 - e. dog repellent and holder;
 - f. second pair of uniform shoes (if needed);
 - g. one (1) Ballistic vest* (optional)

*If employee is assigned a vest, he/she shall be required to wear the vest.

The above enumerated items shall be replaced on an "as needed" basis as determined by the Chief of Police or designee. Further the Town agrees that uniform items damaged in the course of the P.S.A. Special Assignment's work for the Town shall be replaced by the Town.

3. The Town shall provide uniforms for the building department as follows:

Building Inspectors

- a. five (5) shirts with Town of Davie Logo
- b. \$150.00 shoe allowance
- c. one (1) light-weight jacket w/ winter liner
- d. one (1) hard hat
- e. one (1) large Mag-Lite flashlight & Charger or equivalent;
- f. one (1) pair of rubber boots and rain gear;
- g. one (1) set of gloves;
- h. dog repellent and holder
- i. one (1) badge
- j. one (1) baseball hat

Permit Clerks

- a. five (5) shirts with Town of Davie Logo
- b. five (5) "Dockers" style tan/blue slacks.

C. Any employee who breaks, damages or loses his/her uniform or other Town issued item (e.g., equipment) shall pay for the repair, replace the item and/or be subject to disciplinary action if the item was broken, damaged or lost due to the employee's negligence or if the employee could have avoided the break, damage or loss. The determination of whether the item was broken, damaged or lost due to the employee's negligence or whether the employee could have avoided the break, damage or loss will be made by the Town Administrator or designee.

ARTICLE 22

EDUCATION

- A. The Town of Davie will pay tuition costs equivalent to those charges per credit hour made by a state university for any employee who has been employed for less than two (2) years for approved job related courses at the following rate:

A - 100%

B - 95%

C - 90%

- B. For any employee employed two years or longer, the Town of Davie will pay tuition costs (not limited to State University charges per credit hour), matriculation fees and books for approved job related courses at the following rate:

A - 100%

B - 95%

C - 90%

- C. Employees who voluntarily resign, or are terminated, will be required to reimburse the Town for educational expenses if they do not complete two (2) years of service after the course is completed.

**ARTICLE 23
WAGES
White Collar Pay Plan
2000-2001**

GRADE LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
800	\$18,401 <u>8.8466</u>	\$19,321 <u>9.2889</u>	\$20,287 <u>9.7534</u>	\$21,301 <u>10.2410</u>	\$22,366 <u>10.7530</u>	\$23,485 <u>11.2907</u>	\$24,659 <u>11.8552</u>
801	\$23,410 <u>11.2546</u>	\$24,580 <u>11.8174</u>	\$25,809 <u>12.4082</u>	\$27,100 <u>13.0282</u>	\$28,455 <u>13.6801</u>	\$29,877 <u>14.3641</u>	\$31,371 <u>15.0823</u>
802	\$28,579 <u>13.7401</u>	\$30,009 <u>14.4272</u>	\$31,509 <u>15.1486</u>	\$33,084 <u>15.9059</u>	\$34,738 <u>16.7012</u>	\$36,475 <u>17.5363</u>	\$38,299 <u>18.4131</u>
804	\$19,583 <u>9.4151</u>	\$20,563 <u>9.8860</u>	\$21,591 <u>10.3802</u>	\$22,670 <u>10.8992</u>	\$23,804 <u>11.4442</u>	\$24,994 <u>12.0164</u>	\$26,244 <u>12.6172</u>
805	\$21,991 <u>10.5728</u>	\$23,091 <u>11.1016</u>	\$24,246 <u>11.6566</u>	\$25,458 <u>12.2394</u>	\$26,731 <u>12.8514</u>	\$28,067 <u>13.4940</u>	\$29,471 <u>14.1687</u>
806	\$23,410 <u>11.2546</u>	\$24,580 <u>11.8174</u>	\$25,809 <u>12.4082</u>	\$27,100 <u>13.0286</u>	\$28,454 <u>13.6800</u>	\$29,877 <u>14.3640</u>	\$31,371 <u>15.0822</u>
807	\$24,606 <u>11.8298</u>	\$25,836 <u>12.4212</u>	\$27,128 <u>13.0423</u>	\$28,484 <u>13.6944</u>	\$29,909 <u>14.3791</u>	\$31,404 <u>15.0981</u>	\$32,974 <u>15.8530</u>
808	\$27,428 <u>13.1864</u>	\$28,799 <u>13.8456</u>	\$30,239 <u>14.5380</u>	\$31,751 <u>15.2649</u>	\$33,339 <u>16.0281</u>	\$35,005 <u>16.8296</u>	\$36,756 <u>17.6710</u>
809	\$30,481 <u>14.6543</u>	\$32,005 <u>15.3870</u>	\$33,605 <u>16.1563</u>	\$35,285 <u>16.9641</u>	\$37,050 <u>17.8123</u>	\$38,902 <u>18.7029</u>	\$40,847 <u>19.6381</u>
810	\$40,769 <u>19.6005</u>	\$42,807 <u>20.5805</u>	\$44,948 <u>21.6096</u>	\$47,195 <u>22.6900</u>	\$49,555 <u>23.8245</u>	\$52,033 <u>25.0158</u>	\$54,634 <u>26.2665</u>
811	\$43,988 <u>21.1481</u>	\$46,187 <u>22.2055</u>	\$48,497 <u>23.3158</u>	\$50,922 <u>24.4816</u>	\$53,468 <u>25.7056</u>	\$56,141 <u>26.9909</u>	\$58,948 <u>28.3405</u>
812	\$46,319 <u>22.2688</u>	\$48,635 <u>23.3822</u>	\$51,067 <u>24.5514</u>	\$53,620 <u>25.7789</u>	\$56,301 <u>27.0679</u>	\$59,116 <u>28.4213</u>	\$62,072 <u>29.8423</u>

Effective 3/1/98, a Police Service Aide (Special Assignment) that is designated by the Chief of Police to train Police Service Aides (Special Assignment) will receive \$25.00 per month when assigned

Effective 10/1/00, a Police Service Aide assigned as Communication Training Officer shall receive a pay differential of \$50.00 per month.

Pay Plan Effective 10/12/00

EXHIBIT A

ARTICLE 24

LONGEVITY

- A. Employees hired prior to March 5, 1986 shall maintain the current longevity schedule.
- B. Employees hired on/or after March 5, 1986 shall receive a longevity payment as follows:

Five (5) years of service	-- \$300
Six (6) to ten (10) years of service	-- \$400
Eleven (11) years of service and over	-- \$500
- C. Employees will be entitled to the longevity payment only if they have completed the specified number of years of service by September 30th of the contract year.
- D. Longevity payments will be made on the first pay period in the month of December.
- E. The parties have agreed that when an employee not currently in the bargaining unit transfers into a Federation bargaining unit position any longevity increase that may be due to the employee shall be prorated at the rate listed above. Such prorated amount shall be computed from the date the employee was transferred into the Federation bargaining unit position.

ARTICLE 25

INSURANCE

A. LIFE INSURANCE

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 \$40,000.

B. HEALTH INSURANCE

The Town shall provide health and dental insurance for each employee at no cost to the employee. The Town of Davie will offer the employee an option of obtaining the health plan offered by the Town of Davie or the HMO plans offered. In addition, the Town will pay 50% of the cost of dependent health and dental insurance. The Town reserves the right to change the amount of the deductible to take effect on the annual election date. Employees will be notified of any changes before the annual election date.

C. DISABILITY

The Town shall furnish short term disability for each employee at no cost to the employee effective January 1, 1993. Short term disability payments will be offset with any applicable leave usage, thus each employee shall not receive more than one hundred percent (100%) of regular weekly pay.

ARTICLE 26

PENSION

The Town will provide a defined contribution plan. The defined contribution plan will be an Internal Revenue Code 401 Money Purchase Plan. The Employee may contribute up to four percent (4%) and the Town will contribute five percent (5%) of each employees base pay into the plan on behalf of each employee. The employee shall one hundred percent (100%) vest upon completion of five (5) full years of service. Employees current account balances will be one hundred percent (100%) vested. This shall become effective upon Town Council adoption of the amended pension plan. Employees immediately become one hundred percent (100%) vested in their contributions to the plan.

The Town will adopt a plan that provides for the employees' contributions to be tax deferred as an "employer pick-up", as determined by the Internal Revenue code.

ARTICLE 27

PRIVATE DUTY DETAIL

When determined by the Town that P.S.A. Special Assignments are qualified to work certain private duty details and no Police Officer is available to work these details the following will be apply:

1. If injured while on an assigned private duty detail said employee shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town, provided the Davie Police Department has made the assignment.
2. Private duty detail assignments shall be compensated at the rate of \$19.50 per hour with a minimum of three (3) hours.
3. In addition to the hourly rate paid to the Police Service Aide Special Assignment indicated above, the Town will collect the following fees from the vendor who hires the assigned employee for the detail:
 - a. \$3.00 administration fee-per detail
 - b. Matching FICA @ 7.65%, Worker's Compensation @ 6.22%, and liability coverage @ 1%. (These percentages will be adjusted in accordance with any rate increases/decreases.)

ARTICLE 28

SAVINGS CLAUSE

- A. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision.

- B. Any benefit, currently enacted by Town ordinances and resolutions, which accrued to any employee prior to the effective date of this Agreement, which is not specifically mentioned or amended in this Agreement, shall continue in full force and effect unless changed as a result of these negotiations.

- C. Benefits currently enacted by this contract, and ordinances and resolutions of the Town providing benefits to unit employees shall not be changed without mutual consent of the Federation and Town during the term of this agreement.

ARTICLE 29

TOTALITY OF AGREEMENT

The Town and the Federation recognize and agree that the provisions contained herein represent the totality of the agreement between the parties. It is understood and agreed, however, that the parties may by voluntary mutual consent, modify or add to this agreement at any time during its term. Absent such mutual consent, there exists no obligation or duty to otherwise negotiate during the term of this agreement, any provision to the contrary notwithstanding.

ARTICLE 30

PART-TIME EMPLOYEES

Part-time employees will not receive any benefits under the aforestated agreement unless certain benefits are specifically provided for part-time employees.

ARTICLE 31

TERM OF AGREEMENT

This Agreement shall be in effect for three (3) years commencing October 1, 2000, and expiring September 30, 2003.

The parties agree to open negotiations concerning wages and up to two (2) other articles selected by each party sixty (60) days prior to October 1, 2001.

The parties agree that no earlier than one hundred twenty (120) days prior to the expiration of this agreement and no later than thirty (30) days prior to the expiration of this Agreement, the parties shall meet, confer and exchange proposals concerning the negotiations of a new agreement.

The Town agrees to permit six (6) bargaining unit employees to participate in contract negotiations between the Town and the Federation during regular business hours with no loss of pay.

Dated this ____ day of _____, 2000.

TOWN OF DAVIE

FEDERATION OF PUBLIC EMPLOYEES (AFL-CIO)

By _____
Mayor/Councilmember

By _____
Union President

By _____
Town Administrator

By _____
Union Representative

By _____
Negotiating Committee
Member