



CERTIFIED LAW ENFORCEMENT EMPLOYEES
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE

October 1, 2013 through September 30, 2016

**CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF DAVIE, FLORIDA AND THE FRATERNAL ORDER OF POLICE, DAVIE LODGE #100
OCTOBER 1, 2013 TO SEPTEMBER 30, 2016**

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PREAMBLE

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This Agreement is entered into by the Town of Davie, Florida, hereinafter referred to as the "Town," and the Florida State Lodge, 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

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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.

ARTICLE 4

SERVICES TO THE UNION

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- 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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- 5.1 Up to two (2) on-duty members of the Union's bargaining team shall be allowed to attend official bargaining sessions without loss of pay. The Chief may, in his discretion, permit additional on-duty union representatives to attend bargaining sessions with no loss of pay.
- 5.2 The Town shall permit up to two (2) on-duty Union representatives (without loss of pay) to discuss working conditions, process grievances, and consult with Town officials at a time and under circumstances which are mutually agreeable.
- 5.3
 - A. The Town shall permit four Union delegates to attend the Florida State Lodge Fraternal Order of Police board meetings and conference in February, June and October utilizing the Union time pool. The Union President will give the Chief of Police thirty (30) days notice of the personnel attending and the dates of the event. This time off will not be denied except in the case of an Emergency.
 - B. In the case where a Pension meeting or official pension conference/training is scheduled during an employee's work hours, The Town shall permit members of the Pension Board of Trustees to attend with no loss of pay.
- 5.4 Union Time Pool:
 - A. Active members will contribute vacation time to the Union Time Pool from the first full pay period of October each year. The Union President will notify Human Resources of the amount to be deducted, to a maximum of three (3) hours per member, by September 15. Donated time will be recorded by the Town as dollar value in and dollar value out. In the event that more pool time is needed, the Union President shall notify the Human Resources Director seeking up to a maximum of three (3) more hours from members between April 1 and April 15 (but shall not exceed a maximum of six (6) hours of donated vacation time per fiscal year). Nothing herein shall require a non-member of the Union to donate vacation time to this Union time pool.
 - B. Other than provided above or elsewhere in this Agreement, any employee and/or Union representative or official desiring to take time off from work in order to conduct or be involved with Union business or matters (including pension related matters including, but not limited to attendance at pension seminars and conferences) must either utilize unpaid leave or time from the Union Time Pool. Charges against the Union Time Pool will only be made when authorized in writing by the FOP president or his/her designee.
 - C. Authorization by the Union president or designee for an employee to use the Union Time Pool must be submitted in writing before such assignment is effective. There will be no cost to the Town for Union leave pool utilization. Under normal circumstances pool utilization will include the reasonable notice and approval of forty-eight (48) hours.
 - D. In no event may the Union Time Pool exceed \$30,000.

ARTICLE 6

PROHIBITION OF STRIKES

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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

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- 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.

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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, 242 Office Plaza, Tallahassee FL 32301, or Davie Fraternal Order of Police, P. O. Box 291985, Davie, FL 33329-1985, along with a dues deduction name roster.

ARTICLE 9

NON-DISCRIMINATION AND INDIVIDUAL RIGHTS

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- 9.1 The Town agrees not to discriminate against any bargaining unit member by reason of race, national origin, religion, color, sex, sexual preference, disability, or union membership or non-membership. However, the parties also recognize that the Town has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure as outlined in Article 11 and Article 12, but shall be filed pursuant to the requirements of the applicable Town internal policies and other governmental administrative agencies. The Town agrees that any internal investigation into allegations of discrimination involving a bargaining unit member as a subject will be conducted consistent with the Law Enforcement Officers' Bill of Rights.
- 9.2 No employee shall be subjected to harassment, intimidation, or coercive action for invoking any right or privilege granted to employees by any Federal or State law, or local ordinance under the terms of this Agreement.
- 9.3 Employees shall have the right to join in or refuse to join in Police Union activities without interference or intimidation/coercion by either the Town or the Police Union. Further, employees shall enjoy all the rights and privileges as outlined in this Agreement.

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

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- 372 b. The Chief of Police shall gather the facts and conduct a meeting within ten (10) business days (Monday through
373 Friday, excluding Saturdays, Sundays, and Holidays) with the employee or the employee and the Union. The
374 Chief of Police shall notify the employee and Union, in writing, of his/her decision within ten (10) business days
375 (Monday through Friday, excluding Saturdays, Sundays, and Holidays) (or longer period of time as mutually
376 agreed upon) after the grievance hearing was held.
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- 378 c. If the grievance was a result of an action or ruling made by the Chief of Police, the grievant may file the initial
379 grievance with the Chief of Police at Step 2 in the grievance process without delay.
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381 Step 3

382 In the event the member is not satisfied with the disposition of the grievance in Step 2 he/she shall have the right to
383 appeal the Chief's decision to the Town Administrator or his/her designee within ten (10) business days (Monday
384 through Friday, excluding Saturdays, Sundays, and Holidays) of the date of the issuance of the Chief's decision. Such
385 appeal must be accomplished by the filing of a copy of the original written grievance together with a letter signed by
386 the member, or, at the member's option, the President of the Employee Organization, requesting that the Chief's
387 decision be reversed. The Town Administrator or his/her designee, shall, within fifteen (15) business days (Monday
388 through Friday, excluding Saturdays, Sundays, and Holidays) of the filing of the appeal (or some longer period of time
389 as is mutually agreed upon) render his/her decision in writing with a copy to the Employee Organization. Grievant
390 shall receive his/her notice by certified mail and the Union shall be noticed by phone to pick up a copy within five (5)
391 working days and if not picked up by the Union, the Town will send a certified letter to the Union President or his
392 designee. Class action grievances may be submitted at Step 3. In the case of a class action grievance, notice will be
393 given only to the Union.
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395 11.7 The aggrieved shall be given reasonable notice of the grievance hearings as provided herein.
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397 11.8 If any grievance is not satisfactorily resolved by the foregoing procedure, the Union or the Town may proceed to
398 Arbitration according to Article 12. Should the Union decide to proceed to Arbitration and the Town has not provided
399 the Union with a response by the deadlines indicated above in Step 3 of Section 11.6 or by a mutually agreed upon
400 extended deadline, the Town will be responsible for reimbursing the Union the fee for filing for arbitration with the
401 Federal Mediation and Conciliation Service.
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403 11.9 Nothing contained in this Agreement shall prevent any bargaining unit member from presenting, at any time, his/her
404 own grievance(s) without the intervention of the Bargaining Agent up to and including Step 3 of the grievance
405 procedure. Further, nothing in this Agreement shall prevent any member from discussing a problem directly with
406 his/her immediate supervisor or other department official without the intervention of the employee organization
407 provided that the immediate supervisor or other departmental official agrees to discuss and/or attempts to resolve the
408 matter outside the formal grievance procedure. It is not the purpose or intent of this article to interfere with the Chain
409 of Command of the Davie Police Department.
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411 11.10 The time limits defined hereinabove may be mutually extended in writing.
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ARTICLE 12

ARBITRATION

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417 12.1 If any grievance is not satisfactorily disposed by the grievance procedure, Article 11, within twenty (20) business days
418 after the Town Administrator or his/her designee's decision, the Union shall give to the Town by registered or certified
419 mail, to the Town Administrator or his designee a written notice of it's desire to submit the matter to arbitration and
420 must file a request for a panel of arbitrators simultaneously with such notice. Failure to serve said notice and file
421 within the time limits shall constitute a waiver to proceed.
422
- 423 12.2 A letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of five (5) or
424 more arbitrators experienced in the field of the subject to be arbitrated. Within ten (10) business days after receipt of
425 the list of arbitrators, the parties shall strike names. The Union and the Town will alternately eliminate one at a time
426 from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The Town and
427 the Union will alternate to first strike names in successive arbitrations.
428
- 429 12.3 A. As promptly as possible after the Arbitrator has been selected, he/she shall conduct a hearing between the
430 parties and consider the subject matter of the dispute. The decision of the Arbitrator will be served upon the
431 employee or employees aggrieved, the Town and the Union in writing.
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- 433 It will be the obligation of the Arbitrator to the Town and the Union to make his/her best effort to rule on the
434 cases heard by him/her within thirty (30) calendar days after the record is closed.
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- 436 B. Any party may be represented at the hearings by counsel or other representatives of their choice.
437
- 438 C. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full
439 representation of the evidence and arguments of the parties.
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- 441 D. All documents to be considered by the arbitrator shall be filed at the hearing.
442
- 443 E. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the
444 proceedings shall pay for the record and the stenographic services. In the event that both parties agree to have
445 stenographic services at the hearing, said parties shall share equally the cost of said service and transcripts.
446
- 447 12.4 The Arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing in the
448 grievance form and shall have no authority to consider or rule upon any matter not subject to the arbitration.
449
- 450 12.5 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit
451 terms of this Agreement as herein expressly set forth. He/She shall not have the authority to add or to subtract from or
452 modify any of said terms or to limit or impair any right that is reserved to the Town or Union or employee, or to
453 establish or change any wage or rate of pay that has been agreed to in the Agreement.
454
- 455 12.6 The party requesting arbitration may withdraw from the arbitration proceedings subject to no cost to the other party.
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- 457 12.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently
458 resolved.
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- 460 12.8 The expense of the Arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the
461 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).

ARTICLE 14

RULES AND REGULATIONS

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474 14.1 Whenever new rules and regulations are formulated or when current rules and regulations are amended or deleted,
475 each member of the department will be provided with a copy of said rules or regulations and the employee will
476 acknowledge receipt thereof. Said documents may be distributed electronically. No disciplinary action will be taken
477 for violation of a Rule or Regulation, General Order, Special Order or Policy or Procedure until at least forty-eight
478 (48) hours after posting.
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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. Any required posting shall be distributed electronically.
- 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

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523 16.1 A new employee of the Department shall be deemed in a probationary status for one (1) calendar year, beginning with
524 the first day of employment as a State Certified Police Officer and being duly sworn by the Chief of Police or his/her
525 designee.
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527 16.2 An employee's probationary year shall be tolled and extended during any time period that the employee is not at work
528 performing his/her regular, normal duties for more than thirty (30) calendar days (e.g., sick leave, light duty, and
529 workers' compensation leave). The probationary period will commence running only when the employee returns to
530 his/her normal duties. The Chief may extend the probationary period for new employees in cases when there are
531 performance problems with additional time. The Chief must specify in writing as to what the performance problems
532 are. In this event, the Chief will provide a thirty (30) day notice to the employee that his/her probationary period is
533 being extended. The Chief under unusual or exigent circumstances may also extend the probationary period of a new
534 employee such as: (1) where, at the time the probationary period would normally expire, there is an ongoing Internal
535 Affairs Investigation of the probationary employee. Said investigation which is non criminal in nature must be
536 completed prior to the expiration of the extension. If the Chief decides to retain the employee after the discipline is
537 administered, if any, the employee shall be granted regular status and revert back to his/her normal date of completion
538 of probation; (2) where, at the time the probationary period would normally expire, the Town is aware of possible
539 disciplinary action involving the employee; etc. The probationary period may be a maximum of eighteen (18) months.
540

541 When an employee's probationary period is extended due to performance problems, the Chief of Police will provide
542 the employee with a statement as to those areas of performance that need to be improved in order for the employee to
543 be granted regular status. In the event the employee is ultimately separated from employment during the extended
544 probationary period for the reason or reasons that caused the extension of his/her probation, the employee will have no
545 grievance or rights of appeal in connection with his/her separation. If the employee is separated during the extended
546 probationary period for reasons unrelated to the extension of probation, then the employee may grieve his/her
547 separation and the Arbitrator will decide whether the employee's separation in light of the employee's brief tenure
548 with the Town and the extended probationary period was for cause.
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550 16.3 Upon expiration of the one (1) year probationary period, or a longer period if probation is extended by the Chief of
551 Police pursuant to 16.2 above, the Chief or his/her designee may recommend, in writing, retention of the employee, in
552 which case the employee will be granted regular status (unless said recommendation is disapproved by the Town
553 Administrator or designee within ten (10) days after the recommendation is made). If the Chief of Police or the Town
554 Administrator or their designees fail to notify said employee in writing as to his/her retention, then said employee
555 shall be granted regular status.
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557 16.4 The Town shall notify, in writing, the probationary employee of his/her completion of the probationary period.
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559 16.5 During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no
560 probationary employee may grieve, or otherwise challenge, any decision involving assignment, discipline, layoff or
561 discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure
562 contained in this Agreement.
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B. PROMOTIONS

- 16.6 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of twelve (12) months of continuous employment from the time of promotion as indicated on the approved Personnel Recommendation form. The Chief may extend the probationary period for promotional 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 promotional 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.
- 16.7 An employee's promotional 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 promotional probationary period will commence running only when the employee returns to his/her normal duties.
- 16.8 Acting or temporary appointments will not be made for more than ninety (90) consecutive days. If an employee is promoted into a higher bargaining unit classification, time spent in acting or temporary appointments in that higher classification (within twelve (12) months of the date of promotion which is in excess of seven (7) consecutive work days) will count towards the employee's twelve (12) month probationary period.
- 16.9 Upon expiration of the promotional probationary period, the Chief of Police or his designee may recommend retention of the employee in the position to which he/she was promoted. In the event the Chief or his designee fails to make a positive recommendation, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final with no rights of appeal to any authority including the grievance procedure contained in this Agreement.
- If a promotional eligibility list exists, and there is a vacancy the Town is seeking to fill, the Town must announce the person who will be promoted and the effective dates within ninety (90) days from the date the position becomes vacant.

ARTICLE 17

SENIORITY AND REDUCTION IN FORCE

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

ARTICLE 18

WORKING OUT OF CLASSIFICATION

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

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ARTICLE 19

LEAVES OF ABSENCE

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

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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 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 The Town shall comply with all of the provisions of the Family Medical Leave Act (FMLA) whenever an employee is pregnant or is injured and unable 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.
- 20.12 In the event that a bargaining unit employee sustains an accidental injury or illness in the line of duty which is deemed compensable under the Florida's Workers' Compensation Act, the Town will maintain the employee at regular salary for a total of 90 days for each injury up to one (1) year from date of injury. The Town Administrator or his/her designee may, in his/her sole and exclusive discretion, extend this period of regular pay beyond both the 90 days or after the one (1) year period. For example, if a bargaining unit employee sustains such an accidental injury in the line of duty and is out of work for two (2) days immediately following the date of injury, returns to work for a month, and then is out for another eighty-eight (88) days for medically necessary treatment of the injury, the Town will maintain

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747 the employee at regular salary during the total ninety (90) days of absence. If the employee then requires medically
748 necessary treatment that includes an absence beyond the ninety (90) days and/or after the one (1) year period
749 following the date of the accident, the Town Administrator or his/her designee may extend the period of regular pay to
750 cover additional absence. The decision of the Town Administrator or his/her designee as to whether to extend
751 supplemental pay and, if so, the duration of the extension will be made in his/her sole and exclusive discretion and
752 said decision is not grievable.
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754 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
755 basis if so ordered by the Town, providing the Town-designated doctor releases the employee to perform light,
756 limited, or restricted duty.
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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 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

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- 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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897 22.1 Time-off provisions for bereavement leave: Where there is a death in the immediate family of an employee, as
898 defined in Section 22.2, below, that member shall be granted three (3) days off without loss of pay or benefits if the
899 funeral or death occurs within a 250 mile radius; that member shall be granted one (1) work week off without loss of
900 pay or benefits if the funeral or death occurs outside a 250 mile radius and the employee actually travels out of town
901 to the place where the death occurred.
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- 903 22.2 The term "immediate family" defined as the employee's: Father, mother, spouse, father-in-law, mother-in-law,
904 brother, sister, grandparents, spouse's grandparents; grandchildren, brother-in-law, sister-in-law, son or daughter-in-
905 law, son or daughter, step-parents or step-children, Registered Domestic Partner (or members of the employee's family
906 as approved by the Chief). It will also include an unborn fetus in the third trimester of pregnancy if the employee is
907 the pregnant mother or the spouse or Registered Domestic Partner of the pregnant mother and the termination of the
908 pregnancy was not made by voluntary decision.
909
- 910 22.3 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.
911
- 912 22.4 The Town reserves the right to require documentation supporting all approval of bereavement leave after the
913 employee returns to work.
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- 915 22.5 In the event that the employee shall require additional time other than provided in 22.1, the employee may request
916 additional time from the Chief of Police and such request shall not be unreasonably denied. Such time shall be
917 deducted from compensatory and/or sick leave accumulated.
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- 919 22.6 Employees on terminal leave shall not be eligible for bereavement leave.
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CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF DAVIE, FLORIDA AND THE FRATERNAL ORDER OF POLICE, DAVIE LODGE #100
OCTOBER 1, 2013 TO SEPTEMBER 30, 2016

ARTICLE 23

MEDICAL INSURANCE
& EXPOSURE TO CERTAIN COMMUNICABLE DISEASES

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- 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 a total of up to \$200.00 per fiscal year toward the following optical benefits:
1. Prescription eyeglasses or contact lenses.
 2. An examination.
 3. Sunglasses for those employees certified by an Ophthalmologists as 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

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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.

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ARTICLE 26

EQUIPMENT AND MAINTENANCE

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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

- 26.2
- 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:
 - 1. 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
 - 2. 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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- 1049 E. Payment is not available for any item damaged due to the employee's negligence, which determination shall be
1050 made in the sole discretion of the Chief of Police. In addition, the determination as to the current value of any
1051 damaged item (for purposes of reimbursement or repayment by the Town) shall be made in the sole discretion
1052 of the Chief of Police. The Chief's decision may be appealed to the Town Administrator or designee whose
1053 determination shall be final. Decisions related to reimbursement or replacement under this Article shall not be
1054 subject to the grievance/arbitration process.
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- 1056 F. The Town will pay for the refinishing and/or rebluing of employee owned gun as needed, determined by the
1057 Department.
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- ~~1059 G. The Town will pay for the repair costs of employee guns as well as for the replacement cost of lost guns~~
1060 ~~provided the guns are not damaged or lost through an employee's negligence. If so, the employee may be~~
1061 ~~required to pay the first \$300 toward the cost of repair/replacement.~~
1062
- 1063 H. In the event the Town requires an employee to pay repair or replacement costs under subsection G above, that
1064 employee will not also be subject to formal discipline on account of losing, damaging or destroying any gun(s).
1065 Conversely, if an employee is formally disciplined for losing, damaging or destroying any gun(s), that
1066 employee will not be required to pay for the costs of repair or replacement.
1067
- 1068 I. In those cases where an employee is required to pay for the repair or replacement of an item, the employee can
1069 elect to forfeit time on the books (vacation, holiday, compensatory time) to immediately pay the required cost
1070 or agree to a payroll deduction form of repayment of \$100 per paycheck or some other amount which is
1071 mutually agreeable between the employee and the Town.
1072
- 1073 26.3 Sworn officers who are required to wear civilian clothing in the course of their job shall receive a clothing allotment
1074 of \$50 per month and issuance of windbreaker style jacket identifying the individual as a police officer.
1075
- 1076 26.4 The Town will arrange for laundry or cleaning of uniforms, at no cost to the employee. Employees are responsible for
1077 dropping off and picking up the uniforms.
1078
- 1079 26.5 For non-uniformed officers, the Town will negotiate a Town rate, at whichever dry cleaners the Town has a contract
1080 with, for up to four (4) sets of slacks and shirts (those that the cleaner will accept at the Town's rate) weekly. The
1081 employee will pay for all dry cleaning costs.
1082
- 1083 26.6 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued,
1084 reasonable wear and tear accepted. In the event an employee is transferred or for any other reason leaves the employ
1085 of the department, he/she shall return all uniforms and equipment and Town property to the department before the
1086 final paycheck will be issued, otherwise the cost of said replacement shall be deducted from the final check if
1087 sufficient, otherwise the employee shall be liable for the deficiency.
1088
- 1089 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
1090 times while on duty. Therefore, all bargaining unit personnel are encouraged to wear their body armor. All
1091 employees will have the option of being issued body armor by the Town or, under the circumstances described below,
1092 buying their own body armor. Employees who choose to be issued body armor by the Town will be required to wear
1093 such body armor while in official uniform. (Such employees may later decide to purchase their Town-issued body
1094 armor by reimbursing the Town all but \$200.) Employees who choose to buy their own body armor will be
1095 reimbursed by the Town up to \$200. Such employees are encouraged, but not required to wear their body armor while
1096 in official uniform.
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- 1098 26.8 The Town will establish a program where employees may purchase a Town approved patrol rifle through payroll
1099 deduction. Payments will be \$100 per pay period until the cost is paid in full. If the cost of the rifle is greater than
1100 \$1200, the member must make an initial down payment equal to the difference. In the event an employee leaves the
1101 Town of Davie employment prior to payment being received in full, the remainder of the payment shall be deducted
1102 from their final paycheck. The payroll deduction loan must be fully repaid before any employee may qualify for a
1103 subsequent patrol rifle purchase.
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- 1105 26.9 Members assigned to Road Patrol will be allowed to wear the same uniform shorts and shirts issued to Officers whose
1106 duties require riding a bicycle. Officers not assigned to duties that require riding a bicycle must pay for the uniforms
1107 and for their replacement if worn or damaged. The Chief, in accordance with the uniform policy, may require
1108 employees to wear their normally assigned uniform in lieu of shorts.
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- 1110 26.10 Members will have the option of wearing a well groomed beard in accordance with standards established by the Chief
1111 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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1170 Procedure:

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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.

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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.

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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.

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4. Failure to submit the Tuition Request/Reimbursement form timely may result in the reimbursement being denied.

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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:

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- 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.

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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.

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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.

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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.

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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.

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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.

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ARTICLE 28

SHIFTS AND OVERTIME

- 28.1 Unit employees shall be assigned and scheduled by the Department to work four (4) ten (10) hour workdays weekly. The work schedule for employees assigned to School Resource Program, and the Police Academy shall be five (5) eight (8) hour workdays weekly, and the work schedule for employees assigned to Internal Affairs will be determined by the Chief of Police in his discretion. 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.
- 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 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 compensation, FMLA leave, or any other unauthorized leave will not count towards the calculation of overtime in any work week, unless the overtime was "mandatory".
- For those employees hired on or after October 1, 2010, for the purpose of calculating overtime, Unscheduled PTO leave, Workers Compensation leave, FMLA leave or any other unscheduled leave will not count towards the calculation of overtime in any work week, unless the overtime was "mandatory".
- 28.6 Employees may elect, with approval of the Chief of Police or his/her designee, to receive compensatory time (at the rate of one and one-half) in lieu of contractually required overtime payments. Recognizing that the Police Department has an obligation to provide sufficient manpower, accrued compensatory time may only be utilized at a time (or times) approved by the Police Chief, in his discretion, pursuant to the following guidelines:
- A. The Town agrees that, absent exigent circumstances, requests for the use of compensatory time will be approved, (subject to the staffing requirements noted in paragraph B below) within 24 hours of the receipt of a written request from a Police Officer assigned to the Uniform Patrol Division. Each Officer shall be responsible for ensuring he/she has sufficient compensatory time accrued at the time the request is made, and no pay status shall be applied (or possible disciplinary action, if applicable) if sufficient accrued compensatory time is not available.
- B. The request for the use of compensatory time by a Police Officer assigned to the Uniform Patrol Division will be approved provided there are at least eleven (11) officers scheduled to work on that Patrol shift at the time of the approval. Thus, the parties agree that requests for the use of compensatory time will be denied when the staffing level has reached ten (10) officers for that Patrol shift.

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- C. The Parties agree to periodically review the terms of this Section to determine whether staffing and manpower levels have changed that requires an adjustment to the terms of this Section. And the Parties also agree that the Police Chief will monitor the approval process created by this Section to determine if it results in any patterns of Patrol shifts being staffed too frequently with ten (10) Police Officers, and that if such a pattern is found, then the Police Chief may adjust this approval process, with notice to the FOP, to ensure proper staffing levels.
 - D. The Parties also agree that the Chief of Police maintains the discretionary management authority to make determinations to ensure proper scheduling and manpower levels for operational needs and for public safety. As a result, the Parties agree that changes may be made to the staffing levels noted in this Section during the term of this Agreement that do not need to be ratified.
 - E. Employees covered by this Agreement will be allowed to accumulate compensatory leave throughout the year up to a maximum cap of eighty (80) hours. Employees who currently have an excess of eighty (80) hours "on the books" will not forfeit said time. However, they may not accumulate additional compensatory time hours until they bring the "time on the books" below the eighty (80) hour cap.
- 28.7 On the dates on which daylight savings time goes into effect the officers who worked will receive overtime pay for the additional hour. On the day that we return to Eastern Standard Time, the officers working that shift will not be paid for more hours than are actually worked unless taken in the form of compensatory time, holiday time, or annual leave.
- 28.8 An employee may exchange shifts on a temporary basis with employees of equal rank upon receiving prior approval from Division Commander; however, such exchange must be completed within a twelve (12) month period. Such request shall not be unreasonably denied.
- 28.9 Overtime will be distributed in a fair and equitable manner in accordance with an established, written procedure. The Union will be consulted in the formation of the procedure and prior to any changes to said procedure.
- 28.10 When staffing permits, as determined by the Town, members will be allowed to utilize the exercise facilities in the police department for up to three (3) hours per week, but not to exceed one (1) hour per shift, while on duty. The decision as to whether or not to continue to allow officers to utilize the exercise facilities on duty remains at the sole discretion of the Police Chief and may be discontinued at any time.

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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. 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.
- 29.6 Effective in the first full pay period on or after October 1, 2014, the following fee shall be paid per pay period/bi-weekly by members assigned a P.A.P.V.:
- | | |
|---|-----------------|
| F. Members who reside in the Town of Davie | \$ 0.00 (zero). |
| G. Members who reside outside the Town of Davie but within Broward County | \$20.00. |
| H. Members who reside outside Broward County | \$40.00. |
- 29.7 Any member who opts out of using a P.A.P.V., shall be assigned a pool vehicle instead of a P.A.P.V. Those members who choose to be assigned a P.A.P.V., with the provisions listed in Article 29, Section 29.6, shall be provided a police vehicle to use in the event that their assigned P.A.P.V is out of service, provided one is available.
- 29.8 Effective June 7, 2013, no member shall transport any unauthorized passengers in a P.A.P.V. (or in any police vehicle), including family members. Passengers may be transported only when such transportation arises from the member's official law enforcement duties.
- 29.9 All members assigned a P.A.P.V. must, within thirty (30) days of the date the 2013-2016 Agreement is ratified or within thirty (30) days of being assigned a P.A.P.V, obtain and maintain a personal insurance liability rider from the member's automobile insurance policy naming the Town of Davie as being also insured/covered under the member's policy. Personal use of a P.A.P.V. is allowed only within Broward County.
- 29.10 Members hired after the ratification date of the 2013-2016 Agreement who reside outside Broward County shall not be eligible for a P.A.P.V. Such members shall not, however, be assigned a pool vehicle, but will instead be assigned a specific vehicle that must be left at the Davie Police Administration Building while the member is off-duty, unless the member is working an off-duty detail. The vehicle may be used by other officers, at the discretion of the Police Chief, while the member is off-duty, provided the vehicle may be made available for use by the assigned member upon his/her return to duty.

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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. However, if an employee is called in to work within two (2) hours of the start of his/her regular shift, then he/she shall be paid a minimum of two (2) hours at the applicable straight-time or overtime rate of pay as outlined in Article 28, Section 5. If an employee is called back to work to correct his/her work, the employee will be paid a minimum of two (2) hours at the applicable straight-time or overtime rate of pay as outlined in Article 28, Section 5. However, if an employee is called back to work to correct his/her work more than two (2) hours after the end of his/her shift, then the minimum four (4) hours call back time shall apply.
- 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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- 31.1 If injured while on an assigned private duty detail said employee shall be entitled to the same rights, privileges, and benefits as if he/she were injured while performing his duties for the Town of Davie, provided the Davie Police Department has made the assignment.
- 31.2 The F.O.P. may request to change the hourly detail rates, and the Town may change the administrative fee. Rates may be changed upon approval of the Police Chief. The Town will notify the vendors in writing, at least ninety (90) days in advance of any changes to the detail rates once the change in rates have been approved. A member will be paid a minimum of three (3) hours for a detail.
- 31.3 In addition to the hourly rate paid to the Police Officer as indicated above, the Town will collect the following fees from the vendor who hires the assigned employee for the detail:
- a) At least one dollar (\$1.00) per hour shall be charged as an administration fee (unless waived by the Town Administrator).
 - b) Matching FICA @ 7.65%, Worker's Compensation @ 7.17%, and liability coverage @ 1%. (These percentages will be adjusted in accordance with any rate increases/decreases.)
- 31.4 Any Officer who works a detail on the following days: President's Day, Memorial Day, Easter, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Independence Day will be compensated at double the normal rate of pay.
- 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 OIC* when a Sergeant or above is unavailable). That person shall receive the approved hourly detail rate for a Sergeant, and will be responsible for supervising that detail. When a detail requires ten (10) or more Officers the rule of five (5) will be met. In addition, when a detail requires more than ten (10) Officers, a Lieutenant or above shall be assigned and shall receive the approved hourly detail rate for a Lieutenant to supervise the detail. When a Lieutenant or above is unavailable, the senior Sergeant will be in charge and compensated at the approved hourly detail rate for a Lieutenant.
- *The OIC shall be the most senior Officer assigned to the detail, unless the assignment is declined, and then it shall revert to the next most senior Officer.
- 31.6 If a scheduled detail is cancelled less than twenty-four (24) hours before the start of the detail, the member will be paid a minimum of three (3) hours.

ARTICLE 32

COURT TIME/STANDBY/CASE FILING

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

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

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

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 telephone. Accordingly, the employee will not be required to remain at home in a constant state of instant readiness to appear in court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive compensation (overtime or straight time) for such time. However, an employee shall receive compensation at the rate 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, extended stand-by status is defined as stand-by time in excess of two (2) hours each day regardless of the number of cases for which the employee is on a stand-by status. For example, if an employee is on stand-by/extended stand-by 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 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 on non-compensable stand-by status from 9:00 a.m. through 11:00 a.m. (two hour stand-by) and compensable extended stand-by status from 1:00 p.m. through 5:00 p.m. (four hours of extended stand-by) for which the employee shall receive overtime compensation at the rate of one and one-half (1&1/2) times his/her regular rate of pay.

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

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ARTICLE 33 - HOLIDAYS

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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 Eve
- Christmas Day
- New Year's Eve (one/half 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 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

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 were 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 has been created for these employees (i.e., hired on or before January 2, 2013) 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.

At the end of each fiscal year 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 July 1st will not accrue any personal days. The first two personal days must be taken within the first two (2) quarters of the year and the third and fourth personal days must be taken within the third and fourth quarters, respectively. Effective on the date the 2013-2016 Agreement is ratified, employees who have been employed as sworn law enforcement officers with the Davie Police Department for ten (10) years or more shall be granted one (1) additional personal day, and employees with fifteen (15) years or more shall be granted one (1) more additional Personal Days. For these employees, the first two (2) personal days must be taken within the first two (2) quarters of the year, the third through fifth personal days must be taken within the third quarter, and sixth personal day must be taken within

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- 1511 the fourth quarter. Personal days may be taken sooner or all at the same time. Personal days can only be taken on a
1512 day approved by the Chief in his/her sole discretion; no reasonable request will be denied. Personal days not taken
1513 prior to the end of the fiscal year will be forfeited.
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- 1515 33.4 If an employee covered by this Agreement is on paid authorized leave when a holiday occurs, that holiday shall not be
1516 charged against his leave (authorized leave refers to vacation, illness, injury, compensatory time etc.).
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- 1518 33.5 For employee's hired prior to October 1, 2010 who have not transitioned to PTO time, the Town will grant to
1519 employees one (1) bonus vacation day for every six (6) months in which the employee does not utilize sick time, to a
1520 maximum of two (2) bonus vacation days in a calendar year. The six (6) month period will be calculated from
1521 January 1st through June 30th and July 1st through December 31st.
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- 1523 33.6 Employees on terminal leave are not eligible (i.e., shall not be paid for or accrue) for holidays, personal days, and
1524 bonus days.
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- 1526 33.7 The Town will place bonus days earned in to the affected member's leave bank by the end of January and July,
1527 respectively.
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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:

Zero (0) to five (5) years employment -- 80 hours annually

Five (5) to ten (10) years employment -- 120 hours annually

Ten (10) or more year's employment -- 160 hours annually

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 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.

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.

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ARTICLE 35

SPECIAL ASSIGNMENT AND DUTY PAY

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35.1 Employees assigned by the Chief of Police to the following special assignments shall be paid an additional \$100.00 per month:

- a. Detectives.
- b. Traffic Unit.
- c. Training Officers.
- d. Certified Field Training Officers (FTO), assigned to the Uniform Patrol Division. Selection, numbers and the assignment of all FTO's and FTO Supervisors to the FTO Program shall be at the discretion of the Chief of Police. Except for the two current detectives who are paid as FTOs (and who shall be grandfathered into receipt of this FTO assignment pay benefit while each remains assigned as a detective), effective upon the ratification of the 2013-2016 Agreement, no further detectives shall be paid FTO assignment pay.
- e. School Resource Officers.
- f. Police Academy representatives.
- g. Officers assigned a five (5) day, eight (8) hour work schedule.
- h. Public Information Officers.
- i. Sergeants assigned to Special Operations.

35.2 Detective Sergeants shall be paid an assignment pay of \$200.00 per month.

35.3 At no time will any employee covered by this agreement be compensated for more than two (2) special assignments regardless of their assignment.

35.4 Special assignment and duty pay will not be paid to any employee on terminal leave.

35.5 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 forty-five (45) 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 Employees in the Bargaining Unit:

- A. For the Fiscal Year beginning October 1, 2013 and ending September 30, 2014, eligible employees will receive their step increase, in their respective step plan on their anniversary date.
- B. For the Fiscal Year beginning October 1, 2014 and ending September 30, 2015, eligible employees will receive their step increase, in their respective step plan on their anniversary date. A two percent (2.0%) COLA will be applied in the first full pay period on or after April 1, 2015, to the base pay steps of each pay plan.
- C. For the Fiscal Year beginning October 1, 2015 and ending September 30, 2016, eligible employees will receive their step increase, in their respective step plan on their anniversary date. A three percent (3.0%) COLA will be applied in the first full pay period on or after April 1, 2016, to the base pay steps of each pay plan.

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 was added for each position covered by this agreement. This new grade and step plan applies to all members hired on or after October 1, 2010.

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

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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 Except as provided for in Section 40.2 below, the Town will maintain the existing pension plan ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this Agreement.
- 40.2 The pension plan ordinance shall be amended so that employee contributions to the pension plan shall increase based on the following schedule:
- A. Effective in the first full pay period on or after October 1, 2014, employees contributions to the pension plan shall increase by one percent (1.0%), making the total employee contribution eight percent (8.0%).
 - B. Effective in the first full pay period on or after October 1, 2015, employee contributions to the pension plan shall increase by one percent (1.0%), making the total employee contribution nine percent (9.0%).
- 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) fire arms, at last 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.

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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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- 42.1 The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and has an adverse impact on Town government, the image of Town employees, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town is adopting the following drug-free and alcohol-free workplace policy that meets the Federal Drug Free workplace Act and the Florida Drug-Free Workplace program. All current and future applicants and employees are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Because of state or federal laws and regulations, certain employees may be subject to additional requirements.
- 42.2 Unlawful manufacture, distribution, dispensation, selling or attempting to sell, purchase, possession or use of any controlled substances is prohibited both on duty and while off duty. Controlled substances include, but are not limited to amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. 812. Possession of unauthorized drug paraphernalia while on Town property is also prohibited.
- 42.3 While the Town understands employees and applicants under a physician's care may be required to use prescription drugs, use of said drugs that is not in accordance with the prescription and/or manufacturer's recommendations or any other abuse of prescribed medications will be dealt with on a case by case basis.
- 42.4 When employees have reason to know that the use of a particular medication may limit or impair their ability to perform their job -- e.g., based upon a doctor's advice or a warning label on prescription medication -- they should so notify their supervisor.
- 42.5 All employees are prohibited from using, possessing, distributing, dispensing, manufacturing, or purchasing alcohol while on duty, while on Town property, or on any work site. Consumption of alcohol while on duty, including lunch and break periods, is strictly prohibited. Employees are also prohibited from using or abusing alcohol off duty to the extent that such use or abuse tends to have an adverse effect on job performance or otherwise have an adverse affect on the Town's image or relationship with other employees or the public. Further, possession of alcohol on Town property (inside lockers, in Town vehicles, etc.) is prohibited. This would exclude off-duty Town sponsored events such as picnics or Town parties and other exceptional circumstances (approved in advance in writing by the Town Administrator or designee), such as an undercover police officer consuming alcohol pursuant to an S.O.P. or with permission of his or her supervisor, or paramedics who possess alcohol for legitimate use. However, this does not relieve the employee from the responsibility of using moderation and judgment in the use of alcohol at all times.
- 42.6 Being under the influence of alcohol and/or drugs while on duty, including lunch and break periods, is prohibited. "Under the influence" shall mean use or abuse of those amounts of drugs, alcohol, or controlled substances which test at levels which meet or exceed those set forth in Section 12 of this Article or for those substances when no level is established in Section 12, which meet or exceed applicable federal or state limits.
- 42.7 The Town shall require an employee to submit to drug and/or alcohol testing whenever it has reasonable suspicion that an employee is in violation of this policy. Random testing may be conducted pursuant to the Florida Drug-Free Workplace program. Selection of employees to be randomly drug and alcohol tested will be performed by an independent entity utilizing software accepted by the Federal Department of Transportation (DOT). No more than fifty percent (50%) of bargaining unit members will be randomly tested for drugs per fiscal year. No more than ten percent (10%) of bargaining unit members will be randomly tested for alcohol per fiscal year. No member shall be randomly selected for testing under the random drug test program in this section more than three (3) times in a fiscal year. Employees will be randomly tested on the day their name is selected if the selected employee is on duty that day. If an employee is not on duty the day that the employee's name is selected for random testing, the selected employee will be tested on the next day on which the employee is on duty. Said employee will not be told that his or her name had been selected until the next day on which the employee is on duty. If the selected employee is not tested on the next day on which the employee is on duty, the employee will not be tested on this occasion. The employee may be randomly selected for testing on another occasion.

CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
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OCTOBER 1, 2013 TO SEPTEMBER 30, 2016

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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 or 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.
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- 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.
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- 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.
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- 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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**CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
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1824 In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that
1825 sample shall be subjected to gas chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS
1826 confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified
1827 laboratory for independent analysis, the cost of which will be paid by the employee.
1828

1829 42.12 Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee's urine and/or
1830 blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines,
1831 cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydro- cannabinol-9-carboxylic acid),
1832 methaqualone, opiates, and phencyclidine, and propoxyphene. All testing shall be done by a state or federally
1833 approved laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated
1834 by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas
1835 chromatography/mass spectrophotometry [GC/MS]. All GC/MS confirmed positive test results shall be reviewed by
1836 the M.R.O. for final determination of test results. Employees shall be required to document their legal drug and/or
1837 substance use, as required by the laboratory and/or M.R.O. Test results shall be treated with the same confidentiality
1838 as other medical records (except that they may be released to the Town, the Union [if applicable] in any proceedings
1839 held regarding any disciplinary action on account of a positive drug test result, and to any governmental agency). The
1840 affected employee must execute any required releases as a condition precedent to being able to challenge the Town's
1841 compliance with this article and/or any aspect of the drug/alcohol testing procedure and/or results.
1842

1843 The levels used for employee drug tests will be consistent with those levels set forth under the applicable rules
1844 promulgated by the Florida Department of Law Enforcement (i.e. Rule 11B-27.0025, Fla. Admin. Code) and under
1845 the Florida Drug-Free Workplace Act (i.e., Rule 59A-24, Fla. Admin. Code), as amended from time to time. Those
1846 levels presently are as follows:
1847

Drug Testing Standards

1848	Drug/Metabolite Test	Screening Test	Confirmation
1849			
1850			
1851			
1852	Amphetamines	1000 NG/ML	500 NG/ML
1853	Barbiturates	300 NG/ML	150 NG/ML
1854	Benzodiazepines	300 NG/ML	150 NG/ML
1855	Cocaine	300 NG/ML	150 NG/ML
1856	Marijuana	50 NG/ML	15 NG/ML
1857	Methaqualone	300 NG/ML	150 NG/ML
1858	Opiates	2000 NG/ML	2000 NG/ML
1859	Phencyclidine	25 NG/ML	25 NG/ML
1860	Propoxyphene	300 NG/ML	150 NG/ML
1861			

1862 An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%.

1863
1864 Other drugs and substances listed in Schedule I through V of Section 202 of the Controlled Substance Act, 21 U.S.C.
1865 812 may be tested for on behalf of the Town. In any event, they will be tested at levels according to generally
1866 accepted toxicology standards.
1867

1868 42.13 Each employee shall have the right to challenge the Town's adherence to the contractual requirements of drug testing
1869 set forth herein in the same manner that the employee may grieve any managerial decision.
1870

1871 42.14 The Town, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the Town may offer
1872 rehabilitation to the employee. It is recognized that the Town must make its determination as to whether to discipline
1873 and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal
1874 substances on a case-by-case basis. If the Union believes the Town has acted arbitrarily and capriciously in its
1875 determination of whether to recommend rehabilitation of an employee, the Union may grieve the Town's decision. In
1876 the event the Town offers to rehabilitate an employee, the Town may place the employee on administrative leave
1877 without pay or may permit the employee to utilize accrued leave during his or her period of rehabilitation. An
1878 employee who fails to complete the entire rehabilitation program, including follow-up care, may be terminated. Also,
1879 in the event the Town elects to rehabilitate an employee, the Town is only obligated to offer rehabilitation to an
1880 employee one time and future "relapses" may be dealt with by immediate termination.

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- 1881 42.15 If the Town offers an employee the opportunity to enter into a drug or alcohol rehabilitation program, the Town may
1882 require the employee to execute any and all appropriate consent/release forms so that the Town can certify that the
1883 employee is enrolled in the program, is completing it, has completed it successfully, and/or is attending any after-care
1884 program. The Town may require an employee to submit to random testing for up to two (2) years after the employee
1885 returns to work. All counseling or treatment provided for in this policy is to be at the employee's expense, however
1886 nothing shall preclude the employee from submitting his or her expenses for reimbursement in accordance with any
1887 appropriate medical plan sponsored by the Town.
1888
- 1889 42.16 It is the responsibility of each employee who observes or has knowledge of another employee in a condition which the
1890 employee is or appears to be impaired in the performance of his or her job duties or who presents a hazard to the
1891 safety and welfare of others or is otherwise in violation of this policy, to promptly report the fact to his or her
1892 immediate supervisor. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation
1893 of this policy, or any supervisory or managerial employee who investigates or takes action in good faith based on
1894 reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports
1895 or participating in any investigation or action based thereon.
1896
- 1897 42.17 Any employee who is convicted of a criminal drug statute violation, or of any law involving driving a motor vehicle
1898 while intoxicated on or off the job may be subject to immediate disciplinary action, up to and including termination.
1899 As used herein, the term "convicted" means a plea of guilty, a plea of "nolo contendere," or a finding of guilty
1900 (regardless of whether adjudication is withheld) by any judicial body charged with the responsibility to determine
1901 violations of federal, Florida or any other state criminal drug statute or law concerning driving while intoxicated.
1902
- 1903 42.18 Any employee who is arrested, charged and/or convicted of a criminal drug statute violation, or of any law concerning
1904 driving while intoxicated on or off the job must so notify the Town's Human Resources Director, in writing, no later
1905 than five (5) calendar days following such arrest, charge or conviction. It is the responsibility of the Human
1906 Resources Director to notify any federal agency with which the Town has a contract or grant as a condition of
1907 employment involving any employee convicted of any criminal drug statute for a violation occurring in the workplace
1908 within ten (10) days after receiving notice by the employee or by any other party.
1909
- 1910 42.19 Pursuant to an on-going drug and alcohol awareness program, the Town will periodically inform employees, formally
1911 and/or informally, of the dangers of drug and alcohol abuse in the workplace, the Town's policy of maintaining a
1912 drug-free and alcohol-free workplace, available drug and alcohol counseling, rehabilitation and assistance programs,
1913 and that violation of the Town's policy may result in disciplinary action, up to and including termination.
1914
- 1915 42.20 A condensed bulletin of this policy will be posted on departmental bulletin boards and available in pamphlet form.
1916 The bulletin and pamphlet forms will both make reference to where the comprehensive policy may be viewed.
1917
- 1918 42.21 An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including
1919 termination.
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CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
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ARTICLE 43 - K-9/MOUNTED PATROL

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

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ARTICLE 44

ACCIDENTAL DEATH & DISMEMBERMENT (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.

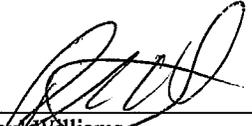
CERTIFIED LAW ENFORCEMENT EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF DAVIE, FLORIDA AND THE FRATERNAL ORDER OF POLICE, DAVIE LODGE #100
OCTOBER 1, 2013 TO SEPTEMBER 30, 2016

ARTICLE 45

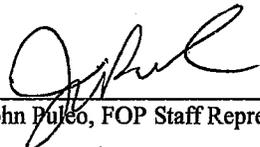
TERM OF AGREEMENT

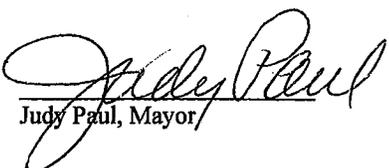
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2005 45.1 This Agreement shall become effective upon ratification by both parties hereto, and shall remain in full force and
2006 effect through and including September 30, 2016. All terms, conditions, wages, and benefits become effective upon
2007 ratification by both parties hereto, unless otherwise specifically noted herein.
2008
2009 45.2 In the event of a conflict between a Town ordinance or personnel rule and regulation and this contract, the provision in
2010 the contract will prevail.
2011
2012 45.3 In the event a new agreement has not been ratified by the parties, the terms and conditions of this Agreement shall
2013 remain in effect until such time as a new agreement has been ratified.
2014
2015 45.4 All Letters of Understanding entered into between the Town and the PBA and/or FOP shall be null and void.
2016
2017

2018 This Agreement is signed this 4th day of December, 2013.
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2026 Paul Williams,
2027 FOP President, Lodge 100


Richard J. Lemack,
Town Administrator

2028
2029
2030 
2031 John Puleo, FOP Staff Representative


Judy Paul, Mayor

3.7.74
: 20
: 203.920A

**FRATERNAL ORDER OF POLICE
DAVIE POLICE DEPARTMENT
LODGE #100**

AUTHORIZATION TO DEDUCT

I hereby assign to the Town of Davie Police Department Fraternal Order Of Police, Lodge #100, from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the association and become due to it, my membership dues in said association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization and release my employer and all its officers from liability thereof. This assignment, authorization and direction shall be revocable at any time, upon thirty (30) days written notification to my employer and association.

DAVIE POLICE DEPARTMENT
Department

Name (print) & ID Number

Date

Amount deducted per pay period

Social Security Number

Signature of Employee



TOWN OF DAVIE APPLICATION FOR TUITION REQUEST/REIMBURSEMENT

EMPLOYEE NAME: _____

DEPARTMENT: _____

CURRENT JOB TITLE: _____

DATE OF HIRE: _____

ACCREDITED EDUCATIONAL INSTITUTION: _____

CAMPUS LOCATION FOR COURSE WORK: _____

COURSE NAME AND No.: _____ CREDIT HOURS: _____

A MAXIMUM TUITION REIMBURSEMENT OF \$3,500.00 PER FISCAL YEAR

TUITION AMOUNT: _____ + BOOK FEES: _____ + COLLEGE FEES: _____

TOTAL AMOUNT REQUESTED: _____

I, _____ INTEND TO REGISTER AND WILL ATTEND CLASSES AT THE ACCREDITED INSTITUTE LISTED ABOVE. THE REGISTRATION DATE IS _____ AND THEREFORE, I REQUEST APPROVAL IN ADVANCE OF THAT DATE. I UNDERSTAND THAT TUITION ASSISTANCE APPLIES ONLY TO THOSE COURSES FOR WHICH I AM NOT RECEIVING TOTAL FINANCIAL AID. I UNDERSTAND THAT I MUST ATTAIN AN A, B, C OR PASSING GRADE IN ORDER TO BE ELIGIBLE FOR TUITION REIMBURSEMENT FROM THE TOWN OF DAVIE. THERE WILL NOT BE ANY REIMBURSEMENT IF I RECEIVE A D GRADE OR FAIL.

FOR REIMBURSEMENT PURPOSES, I AGREE TO SUBMIT TO HUMAN RESOURCES, WITHIN THIRTY (30) DAYS OF RECEIVING FINAL GRADES, AN OFFICIAL RECORD OF THE FINAL GRADES AS WELL AS RECEIPTS FOR TUITION, BOOK FEES AND COLLEGE FEES. I AM ACQUAINTED WITH THE REQUIREMENTS AND PROCEDURES OF THE EDUCATIONAL TUITION REIMBURSEMENT POLICY AND I AGREE TO COMPLY WITH THE POLICY. I AM AWARE OF THE TOWN'S SERVICE OBLIGATION TO REMAIN EMPLOYED FOR TWO (2) YEARS AFTER RECEIVING REIMBURSEMENT. I AGREE TO REFUND THE TOWN OF DAVIE, ON A PRO-RATED BASIS, IF I SEPARATE FROM THE TOWN.

EMPLOYEE SIGNATURE

DATE

CLASS COURSE BENEFITS CURRENT POSITION: YES NO EMPLOYEE STATUS: FULL-TIME PART-TIME

CHARGE REIMBURSEMENT TO ACCOUNT NUMBER: _____

DEPARTMENT SUPERVISOR'S SIGNATURE

DATE

APPROVED DENIED

DEPARTMENT DIRECTOR OR DESIGNEE SIGNATURE

DATE

APPROVED DENIED

HUMAN RESOURCES DIRECTOR SIGNATURE

DATE

APPROVED DENIED

COMMENTS/REASON FOR DENIAL: _____

THIS SECTION TO BE COMPLETED BY HUMAN RESOURCES

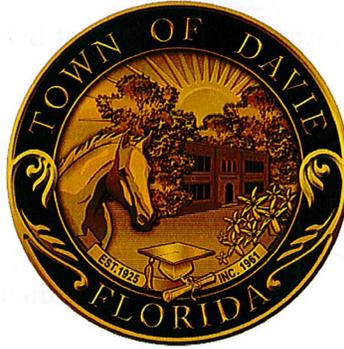
ELIGIBLE AMOUNT OF REIMBURSEMENT PER POLICY/CBA (I.E. 80%, 100%): _____

FINAL GRADE: _____ (ATTACHED) PROOF OF PAYMENT: (RECEIPTS ATTACHED)

HUMAN RESOURCES DIRECTOR APPROVAL

DATE

**TOWN OF DAVIE
 HUMAN RESOURCES DEPARTMENT**



**MILITARY LEAVE
 SOP #23-003**

September 19, 2012

SUMMARY OF REVISED, DELETED, OR ADDED MATERIAL

This operating procedure shall replace the Personnel Rules and Regulations and Policies enacted prior to the effective date of this Operating Procedure.

Revision	Date	Responsible Department	Description of Change
1	May 1, 2009	Human Resources	Initial Release
2	October 1, 2010	Human Resources	Revision
3	September 19, 2012	Human Resources	Revision

APPROVALS:

Stacy H.S. Hester

 Author

Bruce J. DeWitt

 Town Administrator

9/24/12

 Date

9-24-12

 Date

1-1. POLICY.

It is the policy of the Town to establish guidelines for employees who are called for military service.

Military leave will be granted to employees in accordance with this policy and Chapter 115 of the Florida Statutes.

Short-Term Military Leave:

Employees are eligible for Short-term military leave when they are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval Services or members of the National Guard.

Long-Term Military Leave:

Employees are eligible for long-term military leave when they are assigned (drafted, volunteered, ordered) to active military service/duty in connection with the United States Reserve Forces or the National Guard. Employees shall be granted long-term military leave, for any period extending beyond granted short-term military leave.

1-2. SCOPE.

This operating procedure applies to all full-time and part-time employees of the Town of Davie (Town) in the Regular Service (regardless of probationary or other status), as well as all Executive, and Part-Time employees.

1-3. PROCEDURE.

a. Short-Term Military Leave

1. Eligibility of Short-term Military Leave

- (i) Short-term military leave will be granted to employees in accordance with this policy and Chapter 115 of Florida Statutes.
- (ii) Employees are eligible for Short-term military leave when they are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval Services or members of the National Guard.

2. Use of Short-term Military Leave

- (i) Eligible employees will be granted leave, when serving as reserve officers or enlisted personnel in the United States military or naval services or members of
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the National Guard, when ordered to engage in training under the provisions of the United States military or naval training regulations, when assigned to active or inactive duty AND/OR when serving in the volunteer forces of the United States, or in the National Guard of the State, or in the regular Army or Navy of the United States, when the same shall be called into active service of the United States during war between the United States and a foreign government.

- (ii) Short-term military leave may not exceed 240 working hours in any one annual period beginning on January 1 and ending December 31.
- 3. Payment of Short-term Military Leave - Employees that have been granted leave of absence through the use of short-term military leave will be paid in full their normal rate of pay without loss of vacation leave benefits, efficiency ratings, promotional status, and retirement privileges for their leave period.
 - 4. Request for Short-term Military Leave
 - (i) Request for short-term military leave shall be submitted in writing on the "Leave Request Form" to the employee's supervisor, with approval by the department manager. The request must have proper documentation attached for approval. The request shall be submitted for approval at least fourteen (14) days prior to the requested day or as soon as possible. A copy of the approved form with documentation will be submitted to the Payroll Office, by the department, during the payroll that employee is to receive compensation.
 - (ii) Any request for military leave beyond 240 working hours in an annual period should refer to this policy regarding long-term military leave.
- b. Long-term Military Leave
 - 1. Eligibility of Long-term Military Leave
 - (i) Long-term military leave will be granted to employees in accordance with this policy and Chapter 115 of Florida Statutes.
 - (ii) Employees are eligible for long-term military leave when they are assigned (drafted, volunteered, ordered) to active military service/duty in connection with the United States Reserve Forces or the National Guard. Employees shall be granted long-term military leave, without pay, for any period extending beyond granted short-term military leave.
 - 2. Request for Long-term Military Leave - Request for long-term military leave shall be submitted in writing on the "Leave Request Form" to the employee's supervisor, with the approval of the department manager. The request must have proper
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documentation attached for approval. Requests should be submitted for approval as soon as possible.

3. Benefits while on Long-term Military Leave

- (i) Employees granted long-term military leave will be paid by the Town of Davie for the first (30) thirty calendar days of leave. Employees will be paid according to their regular work schedule beginning with the first day of their long-term military leave. Following the first (30) thirty calendar days, employees still on Long Term Military Leave shall receive supplemental pay from the Town of Davie, which shall be the difference between the employee's military rate of pay and their regular rate of pay at their current Town of Davie salary, excluding overtime. Employees will be required to provide proof of their military salary in order to receive the supplemental pay. Supplemental pay will be paid to the employee for up to one (1) year and will not affect an employees' Sick, Vacation, PTO, or Holiday leave bank. All other leave banks (IE birthday, personal leave, quality service day, etc.) may be used by the Town in order to supplement the employee's regular pay. Employees will receive Administrative/Military Pay as the supplement once all banks (other than sick, vacation, PTO, and holiday) are exhausted.
- (ii) Employees granted long-term military leave may request all monies due the employee, including unused leave balances, at separation of leaving Town employment for active military service/duty.
- (iii) Group life, health, and dental insurance coverage, for both the employee and dependents, may be continued while on approved long-term military leave, provided that premiums for coverage of employee's dependents are paid and kept current by the employee.
 - (a) The Town agrees to pay the employer's portion of benefits for a period up to one (1) calendar year following commencement of military leave of absence as requested by employee.
 - (b) Following one (1) calendar year the employee may have the right to continue insurance coverage under COBRA of 1986. Retainment of insurance benefits must be made by the employee, through the Human Resources Department.
- (iv) Employees will continue to accrue leave while on long-term military leave.

4. Return to Regular Employment

- (i) Upon separation from military service/duty, the employee must request reinstatement, in writing to his/her supervisor or department manager, within thirty (30) calendar days of his/her official military separation date.
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- (ii) The Town may require the employee to submit to a physical examination to determine fitness to perform the duties of the position that the employee is returning.
 - (iii) Employee will be reinstated at the rate of salary that they would have received, including all adjustments (exclusive of merit increase) that the employee would have received if they had remained in continuous service.
 - (iv) Employee will be entitled to be reinstated to the position that they held prior to military leave or a comparable position at the same rate of salary.
 - (v) If the position left by the employee has been reclassified or renamed during the period of long-term military leave, the employee shall be entitled to reinstatement in the reclassified/renamed position.
 - (vi) If employee is not capable of satisfactorily performing the required duties of their prior position, they will be entitled to, by reinstatement, a position as comparable as possible in rate of salary and duties of the one the employee left.
 - (vii) If the employee volunteers for an additional tour of military duty or decides to re-enlist voluntarily, they shall forfeit employment reinstatement rights, as provided within this policy.
 - (viii) Employee will earn and accrue leave at the rate that the employee would have been earning leave if they had remained continuously in the employment of the Town, upon returning to employment.
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For All Employees Hired Before October 1, 2010

Effective October 2013 - September 2014

Police Officer	***Round Annual Salary Up***											
Grade 200	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
a. Base	\$ 24.8497	\$ 25.4710	\$ 26.7445	\$ 28.0818	\$ 29.4859	\$ 30.9600	\$ 32.5081	\$ 34.1335	\$ 35.8402	\$ 37.6322	\$ 38.5730	\$ 39.5373
	\$ 51,687	\$ 52,980	\$ 55,629	\$ 58,410	\$ 61,331	\$ 64,397	\$ 67,617	\$ 70,998	\$ 74,548	\$ 78,275	\$ 80,232	\$ 82,238
b. Longevity	\$ 25.5709	\$ 26.1922	\$ 27.4657	\$ 28.8030	\$ 30.2071	\$ 31.6812	\$ 33.2293	\$ 34.8547	\$ 36.5614	\$ 38.3534	\$ 39.2942	\$ 40.2585
	\$ 53,187	\$ 54,480	\$ 57,129	\$ 59,910	\$ 62,831	\$ 65,897	\$ 69,117	\$ 72,498	\$ 76,048	\$ 79,775	\$ 81,732	\$ 83,738
c. Longevity	\$ 25.8112	\$ 26.4325	\$ 27.7060	\$ 29.0433	\$ 30.4474	\$ 31.9215	\$ 33.4696	\$ 35.0950	\$ 36.8017	\$ 38.5937	\$ 39.5345	\$ 40.4988
	\$ 53,687	\$ 54,980	\$ 57,629	\$ 60,410	\$ 63,331	\$ 66,397	\$ 69,617	\$ 72,998	\$ 76,548	\$ 80,275	\$ 82,232	\$ 84,238
Police Sergeant	***Round Annual Salary Up***											
Grade 201	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
a. Base	30.8094	31.5797	33.1586	34.8164	36.5574	38.3852	40.3045	42.3198	44.4358	\$ 45.5467	\$ 46.6854	
	\$ 64,084	\$ 65,686	\$ 68,970	\$ 72,418	\$ 76,039	\$ 79,841	\$ 83,833	\$ 88,025	\$ 92,426	\$ 94,737	\$ 97,106	
b. Longevity	\$ 31.5306	\$ 32.3009	\$ 33.8798	\$ 35.5376	\$ 37.2786	\$ 39.1064	\$ 41.0257	\$ 43.0410	\$ 45.1570	\$ 46.2679	\$ 47.4066	
	\$ 65,584	\$ 67,186	\$ 70,470	\$ 73,918	\$ 77,539	\$ 81,341	\$ 85,333	\$ 89,525	\$ 93,926	\$ 96,237	\$ 98,606	
c. Longevity	\$ 31.7709	\$ 32.5412	\$ 34.1201	\$ 35.7779	\$ 37.5189	\$ 39.3467	\$ 41.2660	\$ 43.2813	\$ 45.3973	\$ 46.5082	\$ 47.6469	
	\$ 66,084	\$ 67,686	\$ 70,970	\$ 74,418	\$ 78,039	\$ 81,841	\$ 85,833	\$ 90,025	\$ 94,426	\$ 96,737	\$ 99,106	
Police Lieutenant	***Round Annual Salary Up***											
Grade 202	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
a. Base	34.2784	35.1354	36.8921	38.7368	40.6737	42.7073	44.8427	47.0848	49.4390	\$ 50.6750	\$ 51.9419	
	\$ 71,299	\$ 73,082	\$ 76,736	\$ 80,573	\$ 84,601	\$ 88,831	\$ 93,273	\$ 97,936	\$ 102,833	\$ 105,404	\$ 108,039	
b. Longevity	\$ 34.9996	\$ 35.8566	\$ 37.6133	\$ 39.4580	\$ 41.3949	\$ 43.4285	\$ 45.5639	\$ 47.8060	\$ 50.1602	\$ 51.3962	\$ 52.6631	
	\$ 72,799	\$ 74,582	\$ 78,236	\$ 82,073	\$ 86,101	\$ 90,331	\$ 94,773	\$ 99,436	\$ 104,333	\$ 106,904	\$ 109,539	
c. Longevity	\$ 35.2399	\$ 36.0969	\$ 37.8536	\$ 39.6983	\$ 41.6352	\$ 43.6688	\$ 45.8042	\$ 48.0463	\$ 50.4005	\$ 51.6365	\$ 52.9034	
	\$ 73,299	\$ 75,082	\$ 78,736	\$ 82,573	\$ 86,601	\$ 90,831	\$ 95,273	\$ 99,936	\$ 104,833	\$ 107,404	\$ 110,039	

For All Employees Hired After October 1, 2010

Effective October 2013 - September 2014

Police Officer ***Round Annual Salary Up***															
Grade 200	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
a. Base	\$ 24.8497	\$ 25.7194	\$ 26.6196	\$ 27.5513	\$ 28.5156	\$ 29.5136	\$ 30.5466	\$ 31.6158	\$ 32.7223	\$ 33.8676	\$ 35.0530	\$ 36.2798	\$ 37.5496	\$ 38.4883	\$ 39.4505
	\$ 51,687	\$ 53,496	\$ 55,369	\$ 57,307	\$ 59,312	\$ 61,388	\$ 63,537	\$ 65,761	\$ 68,062	\$ 70,445	\$ 72,910	\$ 75,462	\$ 78,103	\$ 80,056	\$ 82,057
b. Longevity	\$ 25.5709	\$ 26.4406	\$ 27.3408	\$ 28.2725	\$ 29.2368	\$ 30.2348	\$ 31.2678	\$ 32.3369	\$ 33.4435	\$ 34.5887	\$ 35.7741	\$ 37.0010	\$ 38.2708	\$ 39.2095	\$ 40.1717
	\$ 53,187	\$ 54,996	\$ 56,869	\$ 58,807	\$ 60,812	\$ 62,888	\$ 65,037	\$ 67,261	\$ 69,562	\$ 71,945	\$ 74,410	\$ 76,962	\$ 79,603	\$ 81,556	\$ 83,557
c. Longevity	\$ 25.8112	\$ 26.6810	\$ 27.5812	\$ 28.5128	\$ 29.4771	\$ 30.4752	\$ 31.5082	\$ 32.5773	\$ 33.6838	\$ 34.8291	\$ 36.0145	\$ 37.2413	\$ 38.5111	\$ 39.4498	\$ 40.4120
	\$ 53,687	\$ 55,496	\$ 57,369	\$ 59,307	\$ 61,312	\$ 63,388	\$ 65,537	\$ 67,761	\$ 70,062	\$ 72,445	\$ 74,910	\$ 77,462	\$ 80,103	\$ 82,056	\$ 84,057
Police Sergeant ***Round Annual Salary Up***															
Grade 201	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
a. Base	30.8094	\$ 31.8877	\$ 33.0038	\$ 34.1589	\$ 35.3545	\$ 36.5919	\$ 37.8726	\$ 39.1982	\$ 40.5701	\$ 41.9900	\$ 43.4597	\$ 44.9808	\$ 46.1053	\$ 47.2579	
	\$ 64,084	\$ 66,326	\$ 68,648	\$ 71,051	\$ 73,537	\$ 76,111	\$ 78,775	\$ 81,532	\$ 84,386	\$ 87,339	\$ 90,396	\$ 93,560	\$ 95,899	\$ 98,296	
b. Longevity	\$ 31.5306	\$ 32.6089	\$ 33.7250	\$ 34.8801	\$ 36.0756	\$ 37.3131	\$ 38.5938	\$ 39.9193	\$ 41.2913	\$ 42.7112	\$ 44.1809	\$ 45.7019	\$ 46.8265	\$ 47.9791	
	\$ 65,584	\$ 67,826	\$ 70,148	\$ 72,551	\$ 75,037	\$ 77,611	\$ 80,275	\$ 83,032	\$ 85,886	\$ 88,839	\$ 91,896	\$ 95,060	\$ 97,399	\$ 99,796	
c. Longevity	\$ 31.7709	\$ 32.8493	\$ 33.9653	\$ 35.1205	\$ 36.3160	\$ 37.5534	\$ 38.8342	\$ 40.1597	\$ 41.5316	\$ 42.9516	\$ 44.4212	\$ 45.9423	\$ 47.0668	\$ 48.2194	
	\$ 66,084	\$ 68,326	\$ 70,648	\$ 73,051	\$ 75,537	\$ 78,111	\$ 80,775	\$ 83,532	\$ 86,386	\$ 89,339	\$ 92,396	\$ 95,560	\$ 97,899	\$ 100,296	
Police Lieutenant ***Round Annual Salary Up***															
Grade 202	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
a. Base	34.2784	\$ 35.4781	\$ 36.7199	\$ 38.0051	\$ 39.3353	\$ 40.7120	\$ 42.1369	\$ 43.6117	\$ 45.1381	\$ 46.7179	\$ 48.3531	\$ 50.0454	\$ 51.2965	\$ 52.5789	
	\$ 71,299	\$ 73,795	\$ 76,377	\$ 79,051	\$ 81,817	\$ 84,681	\$ 87,645	\$ 90,712	\$ 93,887	\$ 97,173	\$ 100,574	\$ 104,094	\$ 106,697	\$ 109,364	
b. Longevity	\$ 34.9996	\$ 36.1993	\$ 37.4410	\$ 38.7262	\$ 40.0564	\$ 41.4331	\$ 42.8581	\$ 44.3329	\$ 45.8593	\$ 47.4391	\$ 49.0742	\$ 50.7666	\$ 52.0177	\$ 53.3001	
	\$ 72,799	\$ 75,295	\$ 77,877	\$ 80,551	\$ 83,317	\$ 86,181	\$ 89,145	\$ 92,212	\$ 95,387	\$ 98,673	\$ 102,074	\$ 105,594	\$ 108,197	\$ 110,864	
c. Longevity	\$ 35.2399	\$ 36.4397	\$ 37.6814	\$ 38.9666	\$ 40.2968	\$ 41.6735	\$ 43.0984	\$ 44.5732	\$ 46.0996	\$ 47.6795	\$ 49.3146	\$ 51.0069	\$ 52.2580	\$ 53.5404	
	\$ 73,299	\$ 75,795	\$ 78,377	\$ 81,051	\$ 83,817	\$ 86,681	\$ 89,645	\$ 92,712	\$ 95,887	\$ 99,173	\$ 102,574	\$ 106,094	\$ 108,697	\$ 111,364	

For All Employees Hired Before October 1, 2010

Effective April 9, 2015

Police Officer ***Round Annual Salary Up***												
Grade 200	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
a. Base	\$ 25.3467	\$ 25.9804	\$ 27.2794	\$ 28.6434	\$ 30.0756	\$ 31.5792	\$ 33.1583	\$ 34.8162	\$ 36.5570	\$ 38.3848	\$ 39.3445	\$ 40.3280
	\$ 52,721	\$ 54,039	\$ 56,741	\$ 59,578	\$ 62,557	\$ 65,685	\$ 68,969	\$ 72,418	\$ 76,039	\$ 79,840	\$ 81,836	\$ 83,882
b. Longevity	\$ 26.0678	\$ 26.7016	\$ 28.0005	\$ 29.3646	\$ 30.7968	\$ 32.3004	\$ 33.8794	\$ 35.5373	\$ 37.2782	\$ 39.1060	\$ 40.0656	\$ 41.0492
	\$ 54,221	\$ 55,539	\$ 58,241	\$ 61,078	\$ 64,057	\$ 67,185	\$ 70,469	\$ 73,918	\$ 77,539	\$ 81,340	\$ 83,336	\$ 85,382
c. Longevity	\$ 26.3082	\$ 26.9420	\$ 28.2409	\$ 29.6050	\$ 31.0372	\$ 32.5407	\$ 34.1198	\$ 35.7777	\$ 37.5185	\$ 39.3464	\$ 40.3060	\$ 41.2896
	\$ 54,721	\$ 56,039	\$ 58,741	\$ 61,578	\$ 64,557	\$ 67,685	\$ 70,969	\$ 74,418	\$ 78,039	\$ 81,840	\$ 83,836	\$ 85,882
Police Sergeant ***Round Annual Salary Up***												
Grade 201	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
a. Base	\$ 31.4256	\$ 32.2113	\$ 33.8218	\$ 35.5127	\$ 37.2887	\$ 39.1529	\$ 41.1106	\$ 43.1662	\$ 45.3245	\$ 46.4576	\$ 47.6191	
	\$ 65,365	\$ 66,999	\$ 70,349	\$ 73,866	\$ 77,560	\$ 81,438	\$ 85,510	\$ 89,786	\$ 94,275	\$ 96,632	\$ 99,048	
b. Longevity	\$ 32.1467	\$ 32.9324	\$ 34.5429	\$ 36.2339	\$ 38.0097	\$ 39.8741	\$ 41.8317	\$ 43.8873	\$ 46.0457	\$ 47.1788	\$ 48.3403	
	\$ 66,865	\$ 68,499	\$ 71,849	\$ 75,366	\$ 79,060	\$ 82,938	\$ 87,010	\$ 91,286	\$ 95,775	\$ 98,132	\$ 100,548	
c. Longevity	\$ 32.3871	\$ 33.1728	\$ 34.7833	\$ 36.4743	\$ 38.2501	\$ 40.1144	\$ 42.0721	\$ 44.1277	\$ 46.2861	\$ 47.4192	\$ 48.5806	
	\$ 67,365	\$ 68,999	\$ 72,349	\$ 75,866	\$ 79,560	\$ 83,438	\$ 87,510	\$ 91,786	\$ 96,275	\$ 98,632	\$ 101,048	
Police Lieutenant ***Round Annual Salary Up***												
Grade 202	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
a. Base	\$ 34.9640	\$ 35.8381	\$ 37.6299	\$ 39.5115	\$ 41.4872	\$ 43.5614	\$ 45.7396	\$ 48.0265	\$ 50.4278	\$ 51.6885	\$ 52.9807	
	\$ 72,725	\$ 74,543	\$ 78,270	\$ 82,184	\$ 86,293	\$ 90,608	\$ 95,138	\$ 99,895	\$ 104,890	\$ 107,512	\$ 110,200	
b. Longevity	\$ 35.6851	\$ 36.5593	\$ 38.3511	\$ 40.2327	\$ 42.2083	\$ 44.2826	\$ 46.4607	\$ 48.7476	\$ 51.1489	\$ 52.4097	\$ 53.7019	
	\$ 74,225	\$ 76,043	\$ 79,770	\$ 83,684	\$ 87,793	\$ 92,108	\$ 96,638	\$ 101,395	\$ 106,390	\$ 109,012	\$ 111,700	
c. Longevity	\$ 35.9255	\$ 36.7996	\$ 38.5915	\$ 40.4731	\$ 42.4487	\$ 44.5230	\$ 46.7011	\$ 48.9880	\$ 51.3893	\$ 52.6500	\$ 53.9423	
	\$ 74,725	\$ 76,543	\$ 80,270	\$ 84,184	\$ 88,293	\$ 92,608	\$ 97,138	\$ 101,895	\$ 106,890	\$ 109,512	\$ 112,200	

For All Employees Hired After October 1, 2010

Effective April 9, 2015

Police Officer ***Round Annual Salary Up***															
Grade 200NH	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
a. Base	\$ 25.3467	\$ 26.2338	\$ 27.1520	\$ 28.1023	\$ 29.0859	\$ 30.1039	\$ 31.1575	\$ 32.2481	\$ 33.3767	\$ 34.5450	\$ 35.7541	\$ 37.0054	\$ 38.3006	\$ 39.2581	\$ 40.2395
	\$ 52,721	\$ 54,566	\$ 56,476	\$ 58,453	\$ 60,499	\$ 62,616	\$ 64,808	\$ 67,076	\$ 69,424	\$ 71,853	\$ 74,368	\$ 76,971	\$ 79,665	\$ 81,657	\$ 83,698
b. Longevity	\$ 26.0678	\$ 26.9550	\$ 27.8732	\$ 28.8235	\$ 29.8071	\$ 30.8251	\$ 31.8787	\$ 32.9692	\$ 34.0979	\$ 35.2661	\$ 36.4752	\$ 37.7266	\$ 39.0217	\$ 39.9792	\$ 40.9607
	\$ 54,221	\$ 56,066	\$ 57,976	\$ 59,953	\$ 61,999	\$ 64,116	\$ 66,308	\$ 68,576	\$ 70,924	\$ 73,353	\$ 75,868	\$ 78,471	\$ 81,165	\$ 83,157	\$ 85,198
c. Longevity	\$ 26.3082	\$ 27.1954	\$ 28.1136	\$ 29.0639	\$ 30.0475	\$ 31.0655	\$ 32.1191	\$ 33.2096	\$ 34.3383	\$ 35.5065	\$ 36.7156	\$ 37.9669	\$ 39.2621	\$ 40.2196	\$ 41.2010
	\$ 54,721	\$ 56,566	\$ 58,476	\$ 60,453	\$ 62,499	\$ 64,616	\$ 66,808	\$ 69,076	\$ 71,424	\$ 73,853	\$ 76,368	\$ 78,971	\$ 81,665	\$ 83,657	\$ 85,698
Police Sergeant ***Round Annual Salary Up***															
Grade 201NH	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
a. Base	\$ 31.4256	\$ 32.5255	\$ 33.6639	\$ 34.8421	\$ 36.0616	\$ 37.3237	\$ 38.6301	\$ 39.9822	\$ 41.3815	\$ 42.8298	\$ 44.3289	\$ 45.8804	\$ 47.0274	\$ 48.2031	
	\$ 65,365	\$ 67,653	\$ 70,021	\$ 72,472	\$ 75,008	\$ 77,633	\$ 80,351	\$ 83,163	\$ 86,074	\$ 89,086	\$ 92,204	\$ 95,431	\$ 97,817	\$ 100,262	
b. Longevity	\$ 32.1467	\$ 33.2466	\$ 34.3850	\$ 35.5633	\$ 36.7827	\$ 38.0449	\$ 39.3512	\$ 40.7033	\$ 42.1027	\$ 43.5510	\$ 45.0500	\$ 46.6016	\$ 47.7486	\$ 48.9242	
	\$ 66,865	\$ 69,153	\$ 71,521	\$ 73,972	\$ 76,508	\$ 79,133	\$ 81,851	\$ 84,663	\$ 87,574	\$ 90,586	\$ 93,704	\$ 96,931	\$ 99,317	\$ 101,762	
c. Longevity	\$ 32.3871	\$ 33.4870	\$ 34.6254	\$ 35.8036	\$ 37.0231	\$ 38.2853	\$ 39.5916	\$ 40.9437	\$ 42.3430	\$ 43.7914	\$ 45.2904	\$ 46.8419	\$ 47.9889	\$ 49.1646	
	\$ 67,365	\$ 69,653	\$ 72,021	\$ 74,472	\$ 77,008	\$ 79,633	\$ 82,351	\$ 85,163	\$ 88,074	\$ 91,086	\$ 94,204	\$ 97,431	\$ 99,817	\$ 102,262	
Police Lieutenant ***Round Annual Salary Up***															
Grade 202NH	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
a. Base	\$ 34.9640	\$ 36.1877	\$ 37.4543	\$ 38.7652	\$ 40.1220	\$ 41.5262	\$ 42.9796	\$ 44.4839	\$ 46.0409	\$ 47.6523	\$ 49.3202	\$ 51.0463	\$ 52.3224	\$ 53.6305	
	\$ 72,725	\$ 75,270	\$ 77,905	\$ 80,632	\$ 83,454	\$ 86,375	\$ 89,398	\$ 92,527	\$ 95,765	\$ 99,117	\$ 102,586	\$ 106,176	\$ 108,831	\$ 111,551	
b. Longevity	\$ 35.6851	\$ 36.9089	\$ 38.1754	\$ 39.4863	\$ 40.8431	\$ 42.2474	\$ 43.7008	\$ 45.2051	\$ 46.7620	\$ 48.3735	\$ 50.0413	\$ 51.7675	\$ 53.0436	\$ 54.3516	
	\$ 74,225	\$ 76,770	\$ 79,405	\$ 82,132	\$ 84,954	\$ 87,875	\$ 90,898	\$ 94,027	\$ 97,265	\$ 100,617	\$ 104,086	\$ 107,676	\$ 110,331	\$ 113,051	
c. Longevity	\$ 35.9255	\$ 37.1492	\$ 38.4158	\$ 39.7267	\$ 41.0835	\$ 42.4878	\$ 43.9412	\$ 45.4455	\$ 47.0024	\$ 48.6138	\$ 50.2817	\$ 52.0078	\$ 53.2840	\$ 54.5920	
	\$ 74,725	\$ 77,270	\$ 79,905	\$ 82,632	\$ 85,454	\$ 88,375	\$ 91,398	\$ 94,527	\$ 97,765	\$ 101,117	\$ 104,586	\$ 108,176	\$ 110,831	\$ 113,551	