

RESOLUTION NO. R-2016-046

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ADOPTING THE COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD OF OCTOBER 1, 2015 - SEPTEMBER 30, 2018, BETWEEN THE TOWN OF DAVIE AND THE FRATERNAL ORDER OF POLICE ASSOCIATES (GENERAL EMPLOYEES); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a collective bargaining agreement between the Town of Davie and the Fraternal Order of Police Associates (FOPA), Lodge 100A, is required pursuant to Florida Statute 447; and

WHEREAS, the agreement will serve to provide harmonious relations between the Town and the Fraternal Order of Police Associates.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby adopt the Collective Bargaining Agreement with the Fraternal Order of Police Associates (FOPA), Lodge 100A, for the period of October 1, 2015 - September 30, 2018 attached hereto as Exhibit A.

SECTION 2. The Mayor and the Town Administrator are hereby authorized to execute the collective bargaining agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 23rd DAY OF March, 2016.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 23rd DAY OF March, 2016.



**GENERAL EMPLOYEES
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

TOWN OF DAVIE, FLORIDA

-And-

**THE FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE, INC.**

October 1, 2015 – September 30, 2018

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THE TOWN OF DAVIE, FLORIDA AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.
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PREAMBLE

This Agreement is made and entered into by and between the Town of Davie, (hereinafter referred to as the Town), and the Florida State Lodge, Fraternal Order Of Police, Inc., (hereinafter referred to as the Union or FOP).

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

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

Now, therefore, the parties agree as follows:

ARTICLE 1 - RECOGNITION

The Town of Davie recognizes the FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., (hereinafter referred as to the Union or FOP), as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

INCLUDED: All regular full and part-time personnel employed by the Town of Davie in the following job classifications:

- Administrative Secretary,
- Agenda Specialist,
- Structural Inspector,
- Building Plans Examiner,
- Buyer,
- Cash Receptionist (Customer Service Rep I & II),
- Chief Structural Inspector,
- Chief Code Compliance Inspector,
- Chief Electrical Inspector,
- Chief Engineering Inspector,
- Chief Landscape Inspector,
- Chief Mechanical Inspector,
- Chief Plumbing Inspector,
- Clerk III,
- Clerk Customer Relations I,
- Clerk Typist I,
- Clerk Typist II,
- Code Compliance Inspector,
- Code Compliance Inspector II,
- Code Compliance Supervisor,
- Community Affairs Representative,
- Community Service Aide,
- Construction Technician,
- Crew Leader,
- Crime Analyst,
- Crime Scene Technician,
- Dispatcher,
- Dispatch Supervisor,
- Electrical Inspector,
- Engineering Inspector,
- Equipment Operator,
- Events Specialist,
- Field Customer Service (Technician),
- Finance Clerk I,
- Finance Clerk II,
- Fire Rescue Service Aide,
- Fitness Specialist,

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- 126 Grants Specialist,
- 127 Laborer,
- 128 Landscape Inspector,
- 129 Lead Operator,
- 130 Lift Station Operator,
- 131 Lift Station Trainee,
- 132 Logistics Specialist,
- 133 Maintenance Worker,
- 134 Maintenance Worker II,
- 135 Maintenance Technician I,
- 136 Maintenance Technician II,
- 137 Maintenance Technician III,
- 138 Mechanical Inspector,
- 139 Meter Technician,
- 140 Office Assistant,
- 141 Office Supervisor,
- 142 Operations Supervisor, (Public Works Foreman)
- 143 Park Ranger,
- 144 Permit Clerk,
- 145 Permit Examiner,
- 146 Plant Operator I,
- 147 Plant Operator II,
- 148 Plant Operator Trainee,
- 149 Plumbing Inspector,
- 150 Property Clerk,
- 151 Police Support Technician,
- 152 Pool Lifeguard,
- 153 Programs Specialist
- 154 Property Supervisor,
- 155 Public Information Specialist
- 156 Public Works Foreman,
- 157 Records Specialist,
- 158 Records Supervisor,
- 159 Recreation Attendant,
- 160 Recreation Leader,
- 161 Regulatory Technician,
- 162 Revenue Specialist,
- 163 Safe Neighborhoods Coordinator,
- 164 Secretary,
- 165 Structural Inspector,
- 166 Urban Forester,
- 167 Utilities Field Technician I,
- 168 Utilities Field Technician II,
- 169 Utilities Field Technician Trainee,
- 170 Utilities Maintenance Mechanic,
- 171 Utilities Maintenance Mechanic Trainee,
- 172 Utilities Maintenance Technician,

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173 Victim Advocate,
174 Zoning Clerk,
175 Zoning Technician I.

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178 **EXCLUDED:** All other personnel employed by the Town of Davie, in job classifications not named
179 above. All other personnel who may, from time to time, be excluded pursuant to the
180 Florida Public Employees Relations Commission. In addition, positions within the
181 Administrative Aide job classification which serve a director shall be excluded, pursuant
182 to Florida Public Employees Relations Commission Final Order Number 06E-051 for
183 Unit Clarification in Case Number UC-2005-019, which is hereto incorporated as part of
184 this agreement. Otherwise, exclusion or inclusion of newly created positions within this
185 classification shall be determined on a case-by-case basis in accordance with Chapter
186 447, Florida Statutes.

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188 In the event a new job classification is created within the Town, the Town will notify the bargaining unit
189 of such action. If the Florida Public Employees Relations Commission determines that the new job
190 classification is a job classification represented by the bargaining unit, the Town and the bargaining unit
191 will meet and negotiate for the wages of said new job classification.

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193 Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or
194 persons employed in the aforementioned unit as defined by the Florida Public Employees Relations
195 Commission, Case Numbers RC 2004-025 and RC 2004-026, Certification Number 1535, Election Case
196 Number EL-2004-065 held on January 12, 2005 whereas the Florida State Lodge, Fraternal Order of
197 Police, Inc. has been certified on January 28, 2005 by the Commission as the exclusive collective
198 bargaining representative for said employees, and amended pursuant to Florida Public Employees
199 Relations Commission Final Order Number 06E-051 for Unit Clarification in Case Number UC-2005-
200 019, which is hereto incorporated as part of this agreement.

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202 Part time employees will not receive any benefit under this Agreement unless certain benefits are
203 specifically provided for part time employees.

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ARTICLE 2 - NON-DISCRIMINATION

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- 2.1 The Town and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on the basis of race, color, creed, disability, national origin, age, religion, sex, sexual orientation or political affiliation.
- 2.2 The Town of Davie agrees that neither it nor any of its official representatives will intimidate or coerce any employees or group of employees to refrain from joining or becoming a member of the Union.
- 2.3 The parties agree that there will be no discrimination against an employee for joining or not joining the Union.
- 2.4 The Union shall not be required to process grievances for employees who are not dues paying members in good standing with the Union.
- 2.5 Should the Town take action to grant an employment accommodation under the Americans with Disabilities Act (ADA) of 1990, and such accommodation materially affects a bargaining unit employee's wages, hours, or terms and conditions of employment, the Town will provide the Union with sufficient information to enable the union to understand and evaluate the nature of the Town's participation therein unless prohibited due to confidentiality, non disclosure requirements of ADA, or otherwise prohibited by State, Federal, or local law, rule, or regulation.

ARTICLE 3 - NO STRIKES, NO LOCKOUTS

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- 3.1 The Union agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.
- 3.2 The Town agrees that there shall be no lockout of employees for any reason except in those cases where the Town deems such action necessary for the safety of its property and citizens.

ARTICLE 4 - MANAGEMENT RIGHTS

It is understood that the Town of Davie has 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 and divisions;
- 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;
- to suspend, demote, discharge, or take other disciplinary action against employees for cause;
- 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;
- to change or eliminate existing methods of operation, equipment, or facilities;
- to formulate, amend, or modify rules, regulations, and procedures, in accordance with Article 8 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 the collective bargaining agreement in force.

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 4 in such a manner so as to materially affect a bargaining unit employee's wages, hours, benefits, 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. If the union determines that a change materially affects a bargaining unit employee's wages, hours, benefits, 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. Failure to request impact bargaining within seven (7) days of either notice or discovery, which ever comes first, will constitute a waiver of any right to impact bargaining.

ARTICLE 5 - EMPLOYEE RIGHTS

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5.1 PERSONNEL FILES

1. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained by the custodian of personnel records. However, this does not preclude Departments from maintaining their own files or supervisor notes.
2. Any member of the bargaining unit shall have the right to examine his/her official personnel file and/or public records at any reasonable time, upon request to the Town's Records Custodian. The employee may request copies of documents in his/her personnel file and the Town shall provide employees with requested copies pursuant to Resolution 2001-157 and/or the Public Record law.
3. An employee may if he/she desires, may file a statement of rebuttal to any document in the official personnel file, and/or any other public record containing information about the employee. Said rebuttal will be filed in the employee's official personnel file, shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached, and shall not contain opinions and/or disparaging remarks about employees, supervisors, or the Town in general.
4. If the personnel file of any employee is requested, that employee shall be notified by the Human Resources Department.

5.2 PERFORMANCE EVALUATIONS

1. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation.
2. All regular employees shall be evaluated at least once each fiscal year. During the term of this 2015-2018 Agreement, the evaluations shall be completed within fourteen (14) days of October 1, 2015 and each October 1st thereafter. If the evaluation is not completed within the sixty (60) days, then the employee shall receive his/her wage increase automatically for that evaluation period. The employee's new pay rate shall be effective within the first full pay period on or after October 1, 2015 in FY 2015-2016, and the first full pay period on or after each October 1st thereafter. For employees on paid leaves of absences in excess of five (5) months or unpaid leaves of absence in excess of fourteen (14) days, the employee's annual evaluation period and related merit pay increase may be extended for a period of time equal to that of the leave of absence.

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5.3 FACILITIES

1. The Town agrees that there will be lunch and lavatory facilities provided and maintained by the Town. Existing lockers for field personnel in the Police Department, Public Works Department, and Utilities Department will be maintained.

5.4 LABOR MANAGEMENT COMMITTEE

1. The Town and the Union agree to form a labor management committee to focus on productivity and other related personnel issues. The committee shall meet at least two times per year and consist of the Town Administrator or Human Resources Director, one Department Director, and up to five (5) employee members who may be selected by the union.

ARTICLE 6 - UNION RIGHTS

DUES DEDUCTIONS

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359 6.1 Union deductions shall be made in accordance with forms provided by the Union and executed
360 and authorized by the employee authorizing said deductions. The amount of monies to be
361 deducted for each employee shall be provided by the Union to the Town. Any changes in the
362 amounts to be deducted shall be given to the Town by the Union and the Town will effect said
363 changes for individuals by the next full bi-weekly payroll or within forty-five (45) days for mass
364 changes.
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366 6.2 The Union shall indemnify the Town and hold the Town harmless against any and all suits,
367 claims, demands and liabilities which arise out of or by reason of any action taken by the Town to
368 comply or attempt to comply herewith.
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370 6.3 Any employee may withdraw his or her membership in the Union upon written request and thirty
371 (30) days notice to the Town and Union.
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373 6.4 Dues shall be deducted bi-weekly and funds shall be sent monthly to the Fraternal Order of Police
374 Labor Council, 242 Office Plaza, Tallahassee, Florida 32301.
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SERVICES TO THE UNION

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378 6.5 The Town shall provide to the Union, upon request, a list of all bargaining unit employees,
379 including name and address (address pursuant to provisions of FSS 119).
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ON-SITE REPRESENTATIVE

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383 6.6 1. The Union shall appoint six (6) On-Site Representatives, one of whom shall be the Chief
384 On-Site Representative and six (6) alternates, for the bargaining unit and shall notify the
385 Town of those representatives in writing.
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387 2. Each On-Site Representative, or alternate, if designated by the On-Site Representative,
388 shall, upon request to and scheduling with their department director, have up to fifteen (15)
389 minutes to discuss any duly filed grievance with a unit member. No more than eight (8)
390 hours, in the aggregate, per fiscal year per on-site representative or alternate shall be
391 utilized for such purposes. Prior approval of their supervisor is required. The supervisor's
392 approval shall not be unreasonably withheld.
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394 3. The six (6) on-site representatives and six (6) alternates shall be permitted three (3) days
395 off each per year drawn from the Union established pool of leave time consisting of
396 bargaining unit members leave accruals and as approved by the department director to
397 attend an officially sanctioned Union business at the discretion of the Town.
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4. For purposes of calculating overtime pay, all time spent by the On-Site Representative, alternate, or the Chief On-Site Representative pursuant to Section 6.6 of this article shall count as time worked during regular work hours not to exceed a total of eight (8) hours, in the aggregate per on-site representative or alternate in the fiscal year. All hours must be documented in a memorandum to the department of Human Resources Management.
 5. Employees designated as Union Representatives shall be dues paying members and shall be in good standing.

408 **BULLETIN BOARDS**

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- 6.7 The Town agrees that it shall provide space for one Union purchased bulletin board in each department in which unit members work for use by the Union with a maximum of ten (10) bulletin boards total. Such bulletin boards will not exceed 36 inches in height and 24 inches in width and shall be locking. The Town will be provided with a key to each bulletin board lock. Union material will be posted only on these Union bulletin boards and only following express approval of the director of the department in which the bulletin board is located.

417 **DISTRIBUTION OF UNION MATERIAL**

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

429 **USE OF TOWN FACILITIES**

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- 6.9 The Union will be permitted to use a room in a Town facility at a location to be determined by the Town no greater than once per month on Mondays through Fridays at no cost as available, for sanctioned Union business, provided said arrangements have been made no more than ten (10) days in advance. The Town may also, at its discretion, permit the Union to use the Police Department Community Room on a pre-arranged date and time and no greater than once per month on Mondays through Fridays at no cost. The Town may cancel the use of the Police Department Community Room for Town deemed emergencies. The Town may cancel said use of the room in any other Town facility at any time. The Town may charge the Union for cleaning of the room in any Town facility following the Unions' use if the room is not left as it was found.

ARTICLE 7 - GRIEVANCE PROCEDURE

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- 7.1 The following grievance procedure is to be used for the settlement of disputes between the Town and the Union involving the interpretation or application of specific provisions of the collective bargaining agreement. The parties agree that counseling and coaching are not discipline and shall not be subject to the contractual grievance procedure.
- 7.2 The Union shall not be required to process grievances for employees who are not members of the Union.
- 7.3 Any employee who is a dues paying member shall be entitled to use the grievance procedure, even during their probationary period for other than a grievance involving discharge.
- 7.4 Any formal grievance filed shall be on proper forms agreed 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 re-filed within the time period as mentioned in Section 7.6.
- 7.5 Grievance discussions will be scheduled and will be conducted by the department with notice to the Union. 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 regularly scheduled shift, or within two (2) hours of the start or end of the employee's regularly scheduled shift. The grievant shall be given reasonable notice of the grievance hearings as provided herein.
- 7.6 Grievances shall be processed in the following manner:
- Step 1 Within ten (10) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the Union (at the employee's option), shall take it up with his immediate supervisor who may render a decision within ten (10) working days and if not resolved, then; shall automatically proceed to Step 2.
- Step 2 If not resolved within the time frame specified above, the grievance shall be reduced to writing and signed by the aggrieved employee and the Union representative, and the grievance shall be filed with the department director or designee within five (5) working days. The representative, the grievant, and the department director shall conduct a meeting to discuss the matter. If not resolved at that time, proceed with Step 3.

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Step 3 If not resolved within five (5) working days of the meeting in Step 2, the grievance shall be submitted to the Town Administrator or designee for decision. The Union representative, the grievant, and the Town Administrator, or designee, shall discuss the matter within ten (10) working days with the response to be rendered within ten (10) working days thereafter. The FOP shall receive their notice by certified mail or by phone to pick up a copy within five (5) business days and if not picked up by the Union, the Town will send a certified letter to the FOP Staff Representative or designee. If not adjusted, then proceed to Step 4.

Step 4 The terminal step of this grievance procedure will be a final and binding disposition by an impartial neutral, mutually selected by the parties. However, an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement nor shall he or she have the power to establish or change any wage scale or classification, or level of disciplinary action, or impair any of the rights reserved to management by the terms hereof, either directly or indirectly, under the guise of interpretation. Not later than ten (10) working days after the response is rendered in Step 3 the Union if not satisfied with the response at Step 3, may request in writing to the Town final and binding disposition by an impartial neutral, mutually selected by the parties. Upon failure of the parties to agree upon an impartial neutral within ten (10) business days from the written request either party may, upon written notice to the other, request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with their rules. Failure by either party to send this request to the FMCS within 10 business days will result in the grievance being dismissed. A letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of seven (7) arbitrators experienced in the field of the subject to be arbitrated. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the Town will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The Town and the Union will alternate to first strike names in successive arbitrations, starting with the Union. The decision of the arbitrator shall be void insofar as such decision exceeds his/her authority or passes on matters not expressly made subject to arbitration under this agreement.

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

7.8 In the event an employee is discharged by the Town, the discharged employee member through the FOP may, within ten (10) business days, grieve the discharge to the Town Administrator or his designee by filing a formal grievance, which shall be filed on the proper forms citing the provisions of the Agreement (i.e. article & section) alleged to have been violated and setting forth the facts pertaining to the alleged violation(s). The Town Administrator or designee shall, within ten (10) business days of the receipt of the discharge grievance, meet with a representative of the Union and the grievant in an attempt to resolve the grievance. Within ten (10) business days after this meeting, the Town Administrator or his designee shall render a decision in writing.

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OCTOBER 1, 2015 TO SEPTEMBER 30, 2018

- 529 7.9 Not later than ten (10) business days after a response is rendered by the Town Administrator or
530 designee, the FOP, if not satisfied with the response, may request such dispute or grievance be
531 submitted to arbitration, following the procedure set forth in Section 7.6 of this article.
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- 533 7.10 A grievance not responded to within the time limits set forth herein, shall give the grievant the
534 automatic right to proceed to the next step. Whenever the Town challenges a grievance (whether
535 it be the initial filing or alleged untimely processing) the Union and/or the individual grievant will
536 have the burden of proving when the grievance was actually filed and /or presented to
537 management unless "service" is made by hand delivery and/or certified mail, return receipt
538 requested.
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- 540 7.11 Time limits set in this Article shall not include Saturdays, Sundays, or paid holidays, except where
541 indicated.
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- 543 7.12 The time limits defined hereinafter may be mutually extended in writing.
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- 545 7.13 The Town and the grievant or the Union may mutually agree to hold a grievance in abeyance.
546
- 547 7.14 The fees and expense of the impartial neutral shall be borne by the non-prevailing party. All
548 other expenses in connection with the presentation of a matter to the impartial neutral shall be
549 borne by the party incurring them.
550
- 551 7.15 Any grievance or dispute not submitted according to the foregoing procedure shall be
552 foreclosed for all contractual and legal purposes.
553
- 554 7.16 Nothing herein shall preclude the earlier settlement of any grievance directly by agreement
555 between the Employer and the Union, however, such settlement shall not constitute an admission
556 the contract was violated nor shall it be used as a precedent for future contract interpretation.
557
- 558 7.17 The Town and the FOP may be represented at the hearings by counsel or other representatives
559 of their choice.
560
- 561 7.18 It will be the obligation of the Arbitrator to the Town and to the Union to make his/her best effort
562 to rule on the cases heard by him/her within thirty (30) calendar days.
563
- 564 7.19 Part time employees shall also have grievance privileges.
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ARTICLE 8 - RULES AND REGULATIONS

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8.1 The Union recognizes the right of the Town and its departments to establish rules, regulations, and policies for the safe and efficient conduct of Town business and penalties for violation of such rules, regulations, and policies provided said rules, regulations, and policies do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Changes in present rules shall not become effective until they have been provided to union representatives and posted in the affected department for at least five (5) business days, excluding Saturdays, Sundays and paid holidays.

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ARTICLE 9 – HOURS OF WORK

584 A. Work, Hours and Compensation
585

- 586 1. In order to be compensated for hours worked, employees must report all hours worked.
587 Each employee must at all times sign in and out, log in and out or punch in and out, only
588 for himself/herself, or comply with attendance procedures for the employee's respective
589 department. Failure to properly report hours worked will result in disciplinary action.
590
- 591 2. "Normal work hours" are those hours which the employee is regularly scheduled to work.
592
- 593 3. Employees are classified as being part-time when normal work hours are less than 35
594 hours a work week. Employees are classified as being full-time when normal work hours
595 are 35 hours or greater a work week.
596
- 597 4. All employees may be called out beyond their normal work hours.
598
- 599 5. It is the responsibility of management to notify employees as soon as possible of a
600 scheduling change. Any permanent change to a work schedule (a change lasting more than
601 90 days) will not be done with less than 30 days written notice to the affected employee.
602 In addition, employees will be provided a reason for the change in hours in the written
603 notice.
604

605 B. Scheduling of Hours
606

- 607 1. The work week will begin at 12AM on Thursday and end at 11:59PM the following
608 Wednesday. Those employees who are normally scheduled to work hours that are split
609 between Wednesday and Thursday will split their hours between workweeks accordingly.
610
- 611 2. Employees must take a one half hour unpaid lunch each day, which shall be scheduled by
612 the department. In addition, employees will be allowed two (2) fifteen (15) minute paid
613 breaks to be scheduled by the department generally one in the morning and one in the
614 afternoon. If requested by an employee, a department director may have the discretion to
615 allow employees to combine one or both breaks with lunch so long as it does not affect
616 normal department operations.
617
- 618 3. Department Directors may authorize the use of flextime. Flextime allows departments to
619 select from a range of starting and ending times for the work day. Except in the case of an
620 emergency, all hours shall be within two (2) hours of the starting and ending times of a
621 normal (8:30AM to 5:00PM) work day and shall be scheduled as a continuous eight (8)
622 hours. Flextime must account hour for hour of the normal amount of work hours within
623 the standard 40 hour work week. Each time an employee is authorized to use flex-time,
624 such authorization must be in writing.
625
- 626 4. Department Directors may authorize a compressed work week (i.e., four (4) ten-
627 hour days) that includes the normal hours worked in the regularly scheduled work week.

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5. Compensatory Time or "Comp-time", is not authorized unless approved in writing by the Town Administrator.

6. As part of a temporary "pilot program", which shall begin upon the ratification date of the 2012-2015 Agreement and shall end/sun-set on September 30, 2014, unless the program is extended for an additional year at the Town's sole discretion, to end/sun-set on September 30, 2015, employees can elect to accrue Comp-time in lieu of Overtime under the following terms:
 - a. The maximum amount of Comp-time accrued shall not exceed 40 hours.
 - b. No Comp-time can be carried past the end of each fiscal year (i.e., September 30, 2013, September 30, 2014 (and September 30, 2015, if the program is extended by the Town), so all Comp-time must be used or paid out at the end the fiscal year (including any comp time accrued in September).
 - c. Employee or the Town can elect to payout the Comp-time at any time (with at least one pay period notice from an employee seeking a partial or full payout).
 - d. At least 5 days notice is required to use accrued Comp-time, but use requires Town approval, with an option for payout of the time requested in the next pay period if the request for use is denied.
 - e. Additional or alternative terms of the pilot program may be mutually agreed by the Town and the Union.

C. Regular Pay

1. Regular pay is received for scheduled hours worked when an employee actually works those hours. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods are not considered work time.
2. The Pay Plan, including regular rate of pay, will be prepared by the Human Resources Department, and approved by the Town Administrator.
3. The scheduling of work is the responsibility of the department, division, or area in which the employee works.

D. Fair Labor Standards Act Status

1. Employees in positions that are classified as being exempt according to Fair Labor Standards Act will be compensated on a salary basis and are therefore not entitled to call-out or overtime pay. This does not preclude employees from being called-out.
2. Employees in positions that are classified as being non-exempt according to the Fair Labor Standards Act are compensated on an hourly basis and are therefore subject to call-out, and

674 overtime pay. Such pay will be paid in addition to the employee's base wage/pay rate and
675 must be authorized by the department director.

676
677 E. Call Out Pay

678
679 1. Due to the nature of the Town's services it may be necessary to call-out employees.

680
681 2. Types of call-out:

682
683 a. For non-exempt employees, regular pay will be received for a minimum of three (3)
684 hours or for actual hours worked, whichever is greater, when an employee is called
685 out. Overtime will be applied when hours worked are greater than forty (40) per
686 work week.

687
688 b. For non-exempt employees called-out to work during an official holiday, pay will
689 be calculated at the rate of time and one-half for the number of hours worked, in
690 addition to their earned holiday pay.

691
692 c. If an emergency requires an employee to be called into work during a pre-approved
693 leave request (vacation, funeral), pay will be calculated at the regular straight time
694 and/or appropriate overtime rate and leave will be adjusted accordingly.

695
696 d. Call-out pay is not authorized if an employee is not called-out or approved by the
697 proper authority.

698
699 F. Shift Day Off Exchange

700
701 When requested by a bargaining unit employee, shift exchanges may be made at the
702 department director's discretion provided the exchange is consistent with operational
703 requirements, does not result in overtime, and is not in violation of the basic workweek.

704
705 G. Shift Assignment/Rotation

706
707 Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a double
708 shift unless, in the sole discretion of the Department Director or designee, it is deemed absolutely
709 necessary. If the bargaining unit employee is forced to work a double shift, compensation shall be
710 at the rate of one and one half (1.5) his/her base hourly pay rate for all hours in excess of his/her
711 regularly scheduled work week. Bargaining unit employees rotating from one shift to another
712 shall be entitled to at least eight (8) hours of off duty time before returning to work.

713
714 H. Tardiness

715
716 Employees are expected to faithfully observe their working hours, report for work on time, and be
717 regular in attendance. However, each employee shall be allowed up to two (2) occurrences of
718 tardiness of no longer than six (6) minutes per occurrence, during a twelve (12) month period with
719 no disciplinary action. On the third (3rd) occurrence, the employee will receive a documented oral
720 counseling, on the fourth (4th) occurrence, a written reprimand, and on the fifth (5th) occurrence, a

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- 721 one day suspension. These steps must be met before any other actions of discipline are imposed.
722
723 I. Inclement Weather Pay - If there is an inclement weather day which interferes with operations of a
724 department/division or unit, the supervisor will determine if employees:
725
726 1. Remain at the work site, reassigned to other duties/functions and receive the appropriate
727 compensation; or
728
729 2. Are allowed to go home, utilize vacation leave or other paid leave, and receive the
730 appropriate compensation and adjustment to leave balance; or
731
732 3. Are allowed to go home and take leave without pay.
733
734 4. The Town's Operating Procedure 22-005: Leave for Declared Emergencies and Other
735 Disasters Operating/Inclement Weather Procedure shall apply to bargaining unit
736 employees except where its terms are inconsistent with the terms of this Agreement.
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ARTICLE 10 - DISCIPLINARY ACTION

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- 10.1 Disciplinary action may be imposed in accordance with the Town's Employee Handbook, and policies and operating procedures, Police General Orders, and any departmental rules and procedures.
- 10.2 The FOP Florida Staff Representative shall be notified of all disciplinary action (written reprimand or greater) taken against any bargaining unit employee within five (5) days of the action, excluding weekends and holidays.
- 10.3 Any and all discipline shall be subject to the grievance procedure set forth in Article 7. This provision shall also apply to part time employees.
- 10.4 If disciplinary action, such as a suspension, demotion or discharge, is appealed to an arbitrator and subsequently reversed by the arbitrator, the arbitrator's decision shall be attached to the disciplinary action contained within the individual's personnel file.
- 10.5 Employees shall receive copies of Performance reviews, statements, and all disciplinary action at the same time the documents are filed in the Employee's personnel file.
- 10.6 When an employee is suspended without pay, the Town Administrator or designee, at his or her sole discretion, may allow the suspended employee to utilize their vacation time in lieu of loss of pay due to a financial hardship.

ARTICLE 11 - OVERTIME

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- 11.1 Definitions:
 - A. Overtime: Hours worked in excess of forty (40) per week.
 - B. Overtime Pay: Money paid at the rate of one and one half times the regular rate of pay for hours worked in excess of forty (40) per week.
- 11.2 Overtime pay will be paid at a rate of one and one-half times the regular rate of pay for each hour worked in a work week in excess of forty (40) hours per week. All overtime, regardless of the amount, must be approved by the department director or designee.
- 11.3 Holidays that fall during an employee's normally scheduled workweek and are not worked will be used in the calculation of the overtime rate of pay. In the case where an employee works on a holiday, either the holiday pay or the actual hours worked, whichever is greater, will apply towards the calculation of overtime, but not both, i.e. in the case where an employee works on a holiday, they will be paid Holiday Pay, and their overtime rate of pay.
- 11.4 Vacation Leave and Jury Duty will be used in the calculation of overtime; however, sick leave hours will not be used in calculating the overtime rate of pay. Effective for all employees hired on or after the ratification date of the 2012-2015 Agreement, Vacation Leave shall also be excluded as hours actually worked when calculating overtime eligibility.
- 11.5 Holidays that fall on days the employee is not normally scheduled to work and the employee does not work, the holiday will not be used in calculation of the overtime rate.
- 11.6 Unpaid leave, disability pay, and worker's compensation will not be used in calculation of overtime.
- 11.7 There will be a minimum of three (3) hours of call in pay for any employee who is called to work outside his/her regularly scheduled hours of work.
- 11.8 To the extent possible, the Town agrees to distribute overtime in an equitable manner, among qualified unit personnel normally assigned to perform such assignments. To the extent possible, the Town will fill overtime vacancies in an equitable manner among qualified personnel by, at the department director or designee's option, offering overtime to those employees on site or by using seniority or other objective criteria as a guideline. Overtime lists shall be utilized in every department where overtime or callout is a factor. Individual lists for specific assignments will be established. The process shall first start with the first person on the list and continue down the list. An employee may request that they be placed at the bottom of the list. When called, if an employee does not respond the employee will be marked as a refusal for that instance. When overtime becomes available again, the process shall commence from the last person called, therefore everyone normally assigned to perform such assignments shall be given the opportunity to work. In the event all qualified employees were given the opportunity to work overtime and declined or were unavailable but work still exist, overtime shall be offered to other employees who are qualified to work such assignments but only after all qualified personnel normally assigned to perform such assignments have been called. An accurate record reflecting the overtime work

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812 assigned to each employee covered by this Agreement shall be available to the Union upon
813 request.

814
815 11.9 Employees normally shall not have the right to refuse overtime, except if a family emergency
816 exists. However, in no event can an employee refuse overtime if the Town Administrator,
817 Department Director or designee, determines such overtime is necessary to meet operational
818 requirements.

819
820 11.10 Employees required to work during an Emergency, when all other government operations have
821 been suspended, shall be paid double time for all hours worked during the declared Emergency.
822 This provision applies when the Town Administrator declares that the Town is under a state of
823 Emergency and continues until he/she or his/her designee lifts the Emergency declaration.

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ARTICLE 12 - COURT TIME

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- 12.1 A bargaining unit employee who attends court or a deposition in connection with a matter directly related to the performance of their official duties with the Town shall be compensated at their normal rate of pay when attending court or depositions during normal working hours.
- 12.2 A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town outside their normal working day or on their authorized day off shall receive a minimum of three (3) hours pay at one and one-half (1½) times their regular hourly rate. A bargaining unit employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the Town following their normal work hours on their normal work day shall receive pay at one and one-half (1½) times their regular hourly rate for the hour that are in addition to their normal work hours on that day.
- 12.3 An employee who is required to be on department determined stand-by status in connection with a job-related court case will be contacted by telephone. Accordingly, the employee will not be required to remain at home in a constant state of 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 ½) 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 status/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 ½) times his/her regular rate of pay.
- 12.4 On all “mandatory” subpoenas, the employee must appear in court. On all “stand-by” subpoenas, an employee’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 employee has been notified that his/her stand-by status has ended, and the employee is directed to report for trial, then the employee will be entitled to court time, if at all, under the provisions of Article 12.4.

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- 866 12.5 For the purpose of this article, if the employee is canceled by the Davie Court Liaison Officer for a
867 mandatory court appearance by two (2) or more hours prior to the scheduled court appearance, the
868 employee will receive no compensation. If the employee is canceled more than one (1) hour but
869 less than two (2) hours prior to the scheduled court appearance, the employee will receive one (1)
870 hour of overtime compensation. If the employee is canceled one hour or less prior to the
871 scheduled court appearance, the employee will receive two (2) hours of overtime compensation.
872
- 873 12.6 Employees must remain available via telephone or other form of electronic communication during
874 any day of mandatory court appearance and during periods of standby.
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ARTICLE 13 - PROBATION

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880 13.1 When an employee is hired by the Town, or a current employee begins employment in a new or
881 different position said employee shall be on probationary status for twelve (12) continuous months
882 from the first date of employment in the new or different position, with an interim evaluation
883 and/or progress reports to be done after three (3), six (6), and nine (9) months of employment.
884 Probationary employees are eligible for a step increase if their overall performance level on their
885 annual (12 month) evaluation is "meets expectations" or better. Beginning in FY2014-2015, when
886 the changes set forth in Section 5.2 to the performance evaluation procedure and the step increases
887 become effective, probationary employees who have completed at least six (6) full months of
888 continuous employment as of October 1, 2014, and each October 1 thereafter, and who have
889 earned a "meets expectations" or better rating on their three (3) month and six (6) month interim
890 probationary evaluations or progress reports, will be eligible for a step increase in the first full pay
891 period on or after the October 1st that falls after the employee's date of hire (even though the
892 employee has not yet successfully completed his/her full twelve (12) month probationary period).
893 The parties also agree, however, that the receipt of a step increase prior to the completion of the
894 employee's initial probationary period does not in any way change the employee's probationary
895 status or the Town's rights as provided in Section 13.3 of this article. Employees may be entitled
896 to the use of their sick time in accordance with Article 16, after they have completed three (3)
897 months of continuous employment and may be entitled to use their vacation time in accordance
898 with Article 16, after they have completed six (6) months of continuous employment. After a
899 successful evaluation and completion of said twelve (12) continuous months, the employee shall
900 attain a regular employee status.

901

902 13.2 In the event a probationary employee does not meet expectations or better in their evaluation, an
903 extension of up to ninety (90) days may be provided at the sole discretion of the department
904 director. Said action shall not be subject to appeal by the employee and/or the Union. If an
905 extension is granted and the employee meets expectations, the anniversary date for the employee
906 shall remain the same; however, the step increase will not be retroactive and shall commence the
907 date the extended evaluation is completed.

908

909 13.3 During an employee's initial probationary status, the Town may terminate said employee for any
910 reason. Said action shall not be subject to appeal by the employee and/or the Union.

911

912 13.4 In the event that an employee employed by the Town who voluntarily fills a vacancy or a new
913 position in any other job classification with the Town; and the Town determines, within the
914 probationary period, that the employee has not satisfactorily performed that job, the employee will
915 be given written notice of such unsatisfactory performance and allowed thirty (30) days to
916 improve performance to the standards necessary. If after said thirty (30) day period, performance
917 standards have not been attained, the Town shall place the employee back in his or her former
918 position or an equivalent grade level position within the bargaining unit provided that the
919 employee meets all the qualifications for the equivalent grade level position. Alternately, the
920 employee may elect to request to return to his or her former position within a period of twelve (12)
921 months from the date of the promotion. If the Town certifies that no vacancy exists in the
922 employee's former position or an equivalent grade level position, the employee may be placed in a
923 lesser grade level position. If no position is available at that time, employee shall be placed on
924 recall subject to Article 19 and at the discretion of the department director, however, the employee

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- 925 must respond within five (5) working days after the notice is sent or such recall rights are
926 forfeited.
927
- 928 13.5 If the employee chooses to return or is returned to his or her previous position, he or she shall
929 revert to the anniversary date held prior to the promotion/transfer.
930
- 931 13.6 Change of employment job classification within this unit shall not result in a loss of use of accrued
932 sick and vacation benefits.
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ARTICLE 14 - SENIORITY

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- 14.1 For the purpose of this contract, the types of seniority are:
- a. Town-wide Seniority – the total length of continuous employment from the first date of hire as a Town employee.
 - b. Classification Seniority – the total length of continuous employment within a job classification. In the event a person is reduced in pay grade level position, for whatever reason, their classification seniority in the lower classification shall be considered continuous as though they had never left the lower classification.
 - c. 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:
 - 1) termination or resignation
 - 2) retirement
 - 3) absence without authorization
 - 4) leaves of absence without pay as addressed in Article 16.14 through 16.20
- 14.2 Shift assignment for Community Service Aides, Dispatchers, Code Enforcement, and Crime Scene Technicians shall be made according to classification seniority as well as administrative needs, and shall be bid upon once every six (6) months. Bidding will be conducted in September to be effective in October; and bidding will be conducted in March to be effective in April.
- 14.3 Transfers of shifts will not be made for disciplinary reasons.

ARTICLE 15 - HOLIDAY LEAVE

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- 15.1 All regular full-time employees shall receive eight (8) or ten (10) hours (consistent with the employee's regular daily work hours) off with pay for each observed holiday.
- 15.2 Authorized Holidays – The following holidays will be observed as holidays for Town employees within the Bargaining Unit:
- | | | |
|----------------------------|------------------------|--------------|
| New Year's Day | President's Day | |
| Christmas Day | Christmas Eve Day | Memorial Day |
| Martin Luther King Jr. Day | Veteran's Day | Labor Day |
| Thanksgiving Day | Day After Thanksgiving | |
| Independence Day | ½ Day New Year's Eve | |
- In the event that the Town Council changes a designated holiday for all other non-represented Town of Davie employees, employees covered under this bargaining agreement shall observe the holiday on the new date designated by council.
- 15.3 For this group, when a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday. For regular employees in regular positions on a workweek other than Monday through Friday, the department director shall designate the work day that shall be observed.
- 15.4 All regular part-time employees will be entitled to holiday pay in proportion to the number of budgeted hours per week. For example, an employee whose "normal work hours" are 20 hours per week would receive 4 hours of holiday pay. If a holiday falls on a day where a part time employee is not scheduled to work, the director should adjust the hours during the pay period so that the total number of hours paid, including the pro-rated holiday pay, equals the total number of hours budgeted.
- 15.5 Eligibility for Holiday Pay – In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before, after, or during the holiday, unless otherwise approved by the Department Director and the Director of Human Resources. If an employee calls in sick on a holiday, the employee will lose equivalent hours of sick time and will not be paid for the holiday.
- 15.6 Unless otherwise approved by the Town Administrator or Human Resources Director employees will not be eligible for holiday pay if the employee is:
- A. Receiving workers' compensation
 - B. On a suspension
 - C. Receiving disability pay or on an extended approved unpaid FMLA or Leave of Absence.
 - D. Receiving income from another governmental source related to employment.
- 15.7 In the event that a holiday(s) falls outside the employee's work week, or the employee is required to provide an essential service, and that employee's work week is not Monday through Friday, the

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employee shall be compensated by receiving holiday pay.

15.8 Any employee, whether or not they work on a designated holiday shall receive his/her regular rate of pay. Any employee who works on a designated holiday shall also receive holiday pay at one and one half (1 ½) times his/her regular rate of pay for all hours worked on the holiday.

15.9 Holiday on Leave Day - Employees that are off work due to vacation leave, funeral leave, or short term military leave must use the holiday on the day it is granted; therefore, holidays occurring during such leave will be compensated as holiday time and not deducted as leave.

ARTICLE 16 - LEAVES

VACATION

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1027 16.1 Each regular employee (leave shall accrue for part time employees in regular positions, working at
1028 least twenty (20) hours per week) shall be entitled to vacation with pay based on the schedule
1029 below:
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- 1031 a. Employees accrue 0.03846 hours of vacation leave per hour paid (i.e., 80 hours accrual
1032 earned per year at 3.08 hours biweekly) [ten (10) working days for each year (2080 hours)
1033 paid] with less than five (5) years of service;
 - 1034 b. Employees accrue 0.05769 hours of vacation leave per hour paid (i.e., 120 hours accrual
1035 earned per year at 4.62 hours biweekly) [fifteen (15) working days for each year (2080
1036 hours) paid] who have completed five (5) but less than ten (10) years of service;
 - 1037 c. Employees accrue 0.07692 hours of vacation leave per hour paid (i.e., 160 hours accrual
1038 earned per year at 6.15 hours biweekly) [twenty (20) working days for each year (2080
1039 hours) paid] for years ten (10) and over of service.
1040
1041
1042
- 1043 16.2 Vacations are earned on the basis of length of service with the Town. An employee may be
1044 permitted to take vacation with pay after they have completed a (6) month continuous period of
1045 employment with the Town. Promotional probationary employees shall not be affected by this
1046 section.
1047
- 1048 16.3 When an employee resigns, or is terminated for reasons other than misconduct, he/she will be paid
1049 one hundred (100%) for any unused vacation at the employees current rate of pay, on the pay day
1050 of the pay period following the pay period in which the employee separates employment from the
1051 Town provided the employee has completed six (6) months of service and has returned all Town
1052 property and has settled payment of any funds due to the Town. Employees terminated for
1053 misconduct shall not be paid out unless otherwise approved by the Director of Human Resources.
1054 Accruals are pro-rated during the year. Each employee entitled to a vacation may indicate his/her
1055 preferred vacation time and such request will be considered in continuous service order and
1056 granted when practicable, but it is understood that the efficient operation of the Town shall be the
1057 first consideration, and the Town shall have the right to assign vacations on that basis. All denials
1058 for such leave request shall be done in writing.
1059
- 1060 16.4 All pay due an employee while on vacation will be made available as if the employee were not on
1061 vacation.
1062
- 1063 16.5 For purposes of accrual, the vacation year shall be October 1st through September 30th. Vacation
1064 leave shall be cumulative; however, at the end of the fiscal year, an employee's vacation leave
1065 credits up to an amount equal to the amount of vacation leave hours accrued during that fiscal
1066 year, as indicated in Section 16.1 shall be transferred to the following fiscal year. Employees with
1067 accrued vacation leave in excess of eighty (80) hours and who have utilized at least eighty (80)
1068 hours of leave time during the fiscal year, may be allowed to make an election during one month
1069 of the year (to be determined by the Town Administrator or designee) to sell the excess vacation

GENERAL EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF DAVIE, FLORIDA AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.
OCTOBER 1, 2015 TO SEPTEMBER 30, 2018

1070 leave time back to the Town, subject to available funds, at the discretion of the Town
1071 Administrator or designee. An employee may request the Town Administrator or designee to
1072 provide an extension of those hours above the amount set forth herein for a period not to exceed
1073 three (3) months. All time sold will be deducted from the vacation time accumulation.
1074

1075 16.6 The amount transferable for part time employees, working at least twenty (20) hours per week,
1076 will be equivalent to hours indicated in Section 16.1.
1077

1078 16.7 Employees on leave for Worker's Compensation may not utilize vacation leave except to
1079 supplement Worker's Compensation with accrued vacation leave in order to provide the
1080 employee with a full paycheck, but no greater; and only after all accrued sick leave has been
1081 exhausted. Worker's Compensation may also be supplemented with accrued sick leave in
1082 order to provide the employee with a full paycheck, but no greater.
1083

1084 **SICK LEAVE**
1085

1086 16.8 Full time employees, including probationary employees, will earn credit of eight (8) hours of sick
1087 pay for each month of service. Such credit will be accumulated from the date of employment and
1088 will not exceed 1,040 hours. An employee who has accumulated at least nine (9) days sick leave
1089 to his/her credit as of September 30 will be allowed to convert a maximum of four (4) days sick
1090 leave to vacation leave once per fiscal year via written request between October 1st and the end of
1091 October, which shall be subtracted from their sick leave. A balance of at least forty hours (40)
1092 must remain in the employee's sick leave bank. Sick leave credits will be prorated for part time
1093 employees in regular positions, including probationary employees, working at least twenty (20)
1094 hours per week. Sick leave for part time employees in regular positions may be accumulated up to
1095 a maximum of 520 hours.
1096

1097 16.9 Employees may use sick leave credit for personal illness or injury or illness or injury of a member
1098 of an employee's immediate family that requires the employee's personal care and attention,
1099 providing that the employee notifies his/her Department Director or designee on the first day of
1100 absence for such illness or injury and states the reason for the absence. The division/Department
1101 Director, or his designee, must be notified at least one hour prior to the employee's scheduled
1102 work shift. Department will provide a call list to affected employees within their departments.
1103

1104 16.10 Probationary employees earn credits for illness from the date of employment. Employees may be
1105 entitled to the use of their sick time, after they have completed three (3) months of continuous
1106 employment. Promotional probationary employees shall not be affected by this section.
1107

1108 16.11 An employee will be paid fifty percent (50%) of the value of sick leave accumulated to his/her
1109 credit at the time of separation at their current rate of pay, provided the employee leaves after
1110 completion of his/her initial probationary period of employment for reasons other than
1111 misconduct. Employees terminated for misconduct shall not be paid out unless otherwise
1112 approved by the Director of Human Resources. If an employee retires under the provisions of the
1113 Town Retirement System, he/she will be paid seventy-five percent (75%) of the value of the sick
1114 leave accumulated to his/her credit at time of separation. Upon death of employee, one hundred
1115 percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary
1116 as named on the employee's group life insurance policy. The maximum pay out for this article

1117 shall be 1,040 hours of sick leave credit and for part time employees will be equivalent to one half
1118 of the hours indicated above. All payments of sick leave/accruals in Section 16.11 shall be paid
1119 on the pay day of the pay period following the pay period in which the employee separates
1120 employment from the Town provided the employee has returned all Town property and has settled
1121 payment of any funds due to the Town.
1122

1123 16.12 A regular employee who is absent from work because of a job related injury or a job related illness
1124 will continue to accrue sick leave hours during such period of absence that he/she remains in full
1125 pay status.
1126

1127 16.13 The Town will grant to eligible employees one (1) personal vacation day for each six (6) months as
1128 designated below in which the employee in this unit does not utilize sick time, to a maximum of
1129 two (2) personal vacation days in a calendar year after the employee's initial probationary period
1130 has been satisfied. Time frames for determining eligibility are as follows:

1131 January 1 – June 30

1132 July 1 – December 31.
1133

1134 **(FMLA) - FAMILY & MEDICAL LEAVE ACT/PERSONAL LEAVE OF ABSENCE**
1135

1136 16.14 An employee who has worked with The Town of Davie at least twelve (12) months and who has
1137 worked at least 1250 hours in the last twelve (12) months prior to the beginning date of leave may
1138 be entitled to twelve (12) work weeks of paid/unpaid leave in any rolling twelve (12) month
1139 period under the provisions of the FMLA of 1993.
1140

1141 **Personal Leave**
1142

1143 16.15

1144 Employees having satisfactorily completed their initial six (6) month probationary period may be
1145 granted up to six (6) months of personal leave without pay with approval of their Department
1146 Director and the Town Administrator or designee.
1147

1148 Personal leave is intended to be used for health, education, pregnancy or extenuating and/or
1149 extraordinary personal reasons.
1150

1151 16.16 **FMLA**
1152

1153 1. Eligibility for FMLA
1154

1155 a. Regular employees who have worked for the Town of Davie at least twelve (12)
1156 months and worked at least 1250 hours in the last twelve (12) months prior to the
1157 beginning date of leave may be entitled to twelve (12) work weeks of paid/unpaid
1158 leave in any rolling twelve (12) month period.
1159

1160 b. FMLA may be granted for the following reasons:
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1162 1. To care for a newborn child or for placement of a child with the employee
1163 through foster care or adoption.

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2. To care for a child, parent or spouse who has a serious or terminal health condition.
 3. To attend to a personal serious health condition which renders the employee unable to perform the essential functions of their job.
 - a. An employee who takes an extended leave for any FMLA qualifying reason may be deemed by the Town of Davie to be on FMLA for the purpose of calculating time using the rolling twelve (12) months. Failure to complete FMLA paperwork or to receive official notification of leave approval will not automatically disqualify an employee's leave from being considered FMLA. FMLA will also run concurrent to workers' compensation leave when an employee is out for a work related illness or injury.
 4. Request for FMLA
 - a. Request for FMLA, paid or unpaid, shall be submitted in writing on the "Leave Request Form" to the employee's Department Director and must be approved by the Human Resources Director.
 - b. Documentation qualifying the FMLA leave must be submitted to the Human Resources Department so that approval may be granted. In the case of an employee's own personal illness or injury, the FMLA physician's certification form must be filled out by the employee's treating physician.
 - c. Employees must use up all of their sick leave, vacation leave, and any other applicable Town leave during the course of the FMLA. When the duration of the leave is known, with approval of the H.R. Director, vacation, sick time, and other leave may be stretched out over the course of the entire leave in order to cover insurance benefit premiums during the twelve (12) weeks of FMLA. Use of the paid leave (i.e. sick, vacation, etc.) will apply toward the twelve (12) week entitlement and is not in addition to this entitlement.
 - d. Leave may be requested on an intermittent basis or on a reduced work week schedule if medically necessary. The employee must provide medical certification within fifteen (15) days of the date requested. The employee must attempt to schedule their intermittent or reduced leave so as not to disrupt the organization's operations. The employee may be required to transfer temporarily to a position with equal pay and benefits that better accommodates recurring periods of leave or a reduced work schedule.
 - e. Upon returning from FMLA the employee is entitled to return to the same position held when the leave began or to a similar position with equivalent benefits and pay, unless the position would have been eliminated had the employee not been on leave. In such circumstances, the employee may apply for any other vacant position for which they are qualified. Should the leave continue beyond the twelve

1211 (12) workweek period, reinstatement rights are at the discretion of the Town of
1212 Davie.

1213
1214 f. An employee granted FMLA will continue to be covered under the Town's
1215 insurance plans under the same conditions and coverage as would have been
1216 provided if the employee had been actively employed during the leave period. An
1217 employee is not entitled to leave accruals during the period of unpaid leave. The
1218 employee will have the option of continuing health care coverage by paying for all
1219 or part of health insurance premiums for any period beyond the initial twelve (12)
1220 weeks, if granted.

1221
1222 g. An employee who fails to return to work on the date specified on the leave request
1223 form without receiving an extension in advance is subject to disciplinary action up
1224 to and including termination. Employees who do not return from FMLA leave
1225 must reimburse The Town of Davie for any health insurance payments made on
1226 their behalf during the duration of the leave, unless the employee is physically
1227 unable to return to work.

1228
1229 **D. Personal Leave**

1230
1231 1. Eligibility for Personal Leave

1232
1233 a. Regular employees, having satisfactorily completed the initial twelve (12) month
1234 probationary period, may be granted personal leave without pay.

1235
1236 b. Personal leave may be granted for a period not exceeding six (6) months, provided
1237 that the department manager deems such leave to be justified and not detrimental to
1238 the operations of the department.

1239
1240 c. Personal leave, if approved, will run concurrent to any approved FMLA and the
1241 total leave shall not exceed six (6) months. In exceptional cases, leave may be
1242 extended, upon approval by the department director and the Director of Human
1243 Resources.

1244
1245 d. Personal leave is intended to be used for health, education, pregnancy or
1246 extenuating and/or extraordinary personal reasons.

1247
1248 1. Request for Personal Leave

1249
1250 a. Request for personal leave, without pay, shall be submitted in writing on the
1251 "Leave Request Form" to the employee's Department Director and approved by the
1252 Director of Human Resources.

1253
1254 b. Prior to requesting personal leave for medical reasons, the employee must utilize
1255 any/all accrued sick leave, vacation leave or any other applicable leave.

1256
1257 2. Benefits while on Personal Leave

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- a. Group life, health, and dental insurance coverage, for both the employee and dependents, may be continued while on approved personal leave, provided that premiums for coverage (both employee and dependents) are paid and kept current by the employee. Employees may have the right to continue these insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. Retention of insurance benefits must be made by the employee, through the Human Resources Department.
 - b. Employees will not receive holiday pay, or earn any accrued leave or pension benefits while on personal leave without pay. In addition, the employee's anniversary date shall be adjusted to account for the duration of the leave.

1271 3. Return to Regular Employment

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- a. An employee's position will be held only as set forth in the provisions of the FMLA for the first twelve (12) weeks of leave, if the employee qualifies for such leave. Employee's not granted FMLA, or whose FMLA time has expired, will no longer be guaranteed their position, but may return at the sole discretion of the Department Director if a job is still available.
 - b. Employee's granted personal leave shall contact their supervisor or department manager two (2) weeks prior to expiration of granted personal leave in order to facilitate the reinstatement process.
 - c. Employees that do not contact their supervisor or department manager and do not return to work upon expiration of granted personal leave will be considered absent without leave. Absence without leave for three (3) consecutive workdays is considered that the employee has resigned and will be handled as such. Absence without leave for less than three (3) days can be grounds for disciplinary action, in accordance with Town policy.
 - d. The Town will make a reasonable effort to return the employee to their former position or a similar position in the same classification in another department, if possible. If no opening exists, the employee may apply for any open posted positions that become available or for which they are qualified.

- 1295 4. No leave of absence without pay will be granted to permit an employee to work at another
1296 job or conduct a business.
1297

1298 **EMPLOYEE'S BIRTHDAY**
1299

- 1300 16.17 An employee must have been employed at least one year and must have successfully completed
1301 the twelve month probationary period to receive his/her birthday. The employee shall be able to
1302 utilize their birthday on the day of their actual birthday or another day within sixty days following
1303 the employee's birthday as mutually agreed by the employee and the Department Director.
1304

1305 **QUALITY SERVICE DAY**

1306
1307 16.18 An employee who has been employed at least one year, has successfully completed the twelve
1308 month probationary period has no disciplinary reprimand or suspension (which does not include
1309 coaching or counseling memos), has no at fault accidents, and has obtained a three (3) or greater
1310 on his/her performance evaluation during the previous fiscal year shall receive a Quality Service
1311 Day. The employee shall be able to utilize the Quality Service Day on a day within the fiscal year
1312 in which the Quality Service Day is credited as mutually agreed by the employee and the
1313 Department Director.

1314
1315 **BEREAVEMENT LEAVE**

1316
1317 16.19 Any employee who suffers the death of an immediate family member described in 16.20 shall
1318 be granted three (3) working days bereavement leave, however, if the funeral is held outside
1319 the State of Florida and is attended by the employee, he/she shall be granted five (5) working
1320 days bereavement leave. Bereavement leave must be utilized within ten (10) calendar days of
1321 the death of the immediate family member. This period of time may be extended at the sole
1322 discretion the Town Administrator or designee.

1323
1324 16.20 For purposes of this section the term "immediate family" shall be defined as employee's father,
1325 mother, spouse, father-in-law, mother-in-law, brother, sister, half-brother, half-sister, niece,
1326 nephew, grandparents, spouse's grandparents, grandchildren, brother-in-law, sister-in-law, son or
1327 daughter in-law, son or daughter, step-parents, or step-children, registered domestic partner
1328 pursuant to Broward (or applicable) County ordinance, an unborn fetus in the third trimester of
1329 pregnancy if the employee is the pregnant mother or the spouse or registered domestic partner of
1330 the pregnant mother and the termination of the pregnancy was not made by voluntary decision, (or
1331 members of the employee's family as approved by the Town Administrator or designee).

1332
1333 16.21 The Town reserves the right to require documentation supporting all approval of bereavement
1334 leave after the employee returns to work.

1335
1336 **MILITARY LEAVE**

1337
1338 16.22 The Town of Davie recognizes the right and duty of its employees to serve in units of the U.S.
1339 Armed Forces, Reserves, and the Florida National Guard. As such, military leave will be granted
1340 in accordance with applicable Federal, State and/or local laws, statutes, and ordinances.

1341
1342 **JURY DUTY**

1343
1344 16.23 Employees who are called for Jury Duty or who are subpoenaed as witnesses before any court of
1345 competent jurisdiction or administrative tribunal in the performance of their duties as a Town
1346 employee or in connection with this agreement shall, upon proper proof, be paid compensation for
1347 such time as they are actually detained from their regular hours, less the fee received.
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ARTICLE 17 - JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

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- 17.1 When the Town is actively seeking to fill a vacancy for a bargaining unit position, the Town shall be required to post said vacancy on department bulletin boards. The notice shall be posted for five (5) days, excluding Saturdays, Sundays and Holidays, and shall include the rate of pay, minimum qualifications and deadline for application. After the initial five day internal posting, a review of internal candidates shall be conducted, at which time the Town may elect to post the position externally. Promotional or Open postings may be advertised.
- 17.2 The Town agrees that whenever a vacant position shall be filled within any job classification covered by this agreement first consideration shall be given to qualified Town employee applicants for said position.
- 17.3 Each employee within the bargaining unit possessing the minimum qualifications shall have an opportunity to apply and be considered for such position. Following the posting deadline, the applicants who meet the minimum qualifications shall be invited to participate in the assessment process for the vacant position; if applicable, and evaluated based upon their ability to perform the job. All things being equal, the applicant with the most seniority shall be appointed.
- 17.4 Employees interviewed for promotional or other opportunities shall be notified of their acceptance or rejection in writing within five (5) working days of the appointment of the position. Employees shall be entitled to obtain additional information regarding their status from the Department of Human Resources Management and/or the hiring department.

ARTICLE 18 - WORKING OUT OF CLASSIFICATION

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- 18.1 Each employee covered under this Agreement shall work within his/her regular job classification. However, in the event of temporary vacancies in either a lower or higher job classification within the Bargaining Unit, the Town of Davie may temporarily assign an employee to a different classification subject to the following provisions:
- 18.2 An employee temporarily assigned by his/her department director or designee to a higher paying job classification in the Bargaining Unit for a period of at least one week (40 hours) within a pay period shall be compensated at a rate of pay at least five percent (5%) greater than the employee's regular rate of pay for the hours worked out of classification.
- 18.3 Effective after the ratification date of this 2015-2018 Agreement, the following program will be created regarding the use of Commercial Drivers Licenses (CDLs) by certain employees. Under this program, employees in the positions of Maintenance Tech I, Maintenance II (except as noted below**), Maintenance Tech III, and Crew Leader who has a CDL license that is not required for the employee's job classification, and is registered with the Town as possessing the CDL, and who is asked or required to use the CDL to operate the following heavy equipment that requires a CDL: Backhoes, Vac-con and/or Trash Truck, will be paid an additional five percent (5%) assignment pay for each hour the employee uses his/her CDL. All such employees shall participate in the CDL drug test program including being subject to FDOT random drug testing. Subject to pre-approval by the Town, the Town will pay the cost to renew the registered employee's CDL during this program.
- ** Any employee in the Maintenance Technician I position who is promoted to the position of Maintenance Technician II after this 2015-2018 Agreement is ratified, in part, because the employee has a CDL, may be required to use his/her CDL for up to ten (10) hours per week before becoming eligible for any extra pay under this program.
- 18.4 The employee temporarily working in a higher classification shall be paid at a step in that higher classification sufficient to give the employee a higher rate of pay, but in no event shall that higher rate of pay be less than five percent (5%). Employees required to perform work in a lower classification on a temporary basis shall incur no loss of pay during the temporary reassignment.
- 18.5 Building Division employees temporarily assigned in writing by the Town Administrator, or designee, the duties of the higher classification of the Building Official for eight (8) or more consecutive hours in a work week shall be compensated at the rate of pay of five (5%) percent greater than the employee's regular rate of pay for all hours worked in the higher classification.

ARTICLE 19 - LAYOFF AND RECALL

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- 19.1 Layoff defined is the separation of an employee for lack of work or funds as determined by the Town, for any reason including but not limited to abolishment of a position/job title, department, division, reduction in force, the contracting out of services, or for any reason without fault or delinquency on the employee's part.
- 19.2 In the event of a layoff as defined in section 19.1, the order of layoff shall be as follows:
1. First – Probationary Part Time bargaining unit employees
 2. Second – Regular Part Time bargaining unit employees
 3. Third – Probationary Full Time bargaining unit employees
 4. Fourth – Regular Full Time bargaining unit employees
- 19.3 Seniority lists shall be established for each bargaining unit class title/job classification affected by a lay-off. All regular bargaining unit employees occupying positions in the affected class title shall be placed on a seniority list. In the event it is necessary to reduce the workforce for any reason, employees shall be laid off in inverse order of seniority, i.e. junior employees first.
- 19.4 An employee who is laid-off as defined in this Article shall, based on Town wide seniority, have the option of bumping either laterally or downward to any position for which the employee is reasonably qualified, and /or has the reasonable ability to be trained at the employee's expense to perform the essential tasks of the job within ninety (90) calendar days of appointment. The Department Director will make the determination within his/her sole discretion, as to whether the employee has the reasonable ability to be trained and/or perform the duties or not. Should the Department Director's decision on this matter have the practical consequence of violating the terms and conditions of the collective bargaining agreement this provision shall not preclude employees or their representatives from raising a grievance.
- 19.5 In the event of a lay-off, the Town will make every effort to give as much notice as possible. In no event will employees receive less than a three (3) week notice of lay-off, or, in lieu of notice, three (3) weeks pay at the employee's regular rate of pay in addition to all paid accrued leaves. The Union shall be furnished copies of all lay off notices for bargaining unit members three (3) days prior to notices being furnished to the affected employees.
- 19.6 Employees laid-off, demoted or transferred due to the exercise of their bumping rights or due to being bumped or whose positions are abolished, shall be placed on recall lists for a period not to exceed twelve (12) months, and recalled in order of Town wide seniority. Re-appointment shall be to any vacancies which exist, first, in the class title/job classification from which the employee was laid-off; and second, in any position for which the employee is qualified and possesses Town wide seniority. Laid-off employees shall have the first right to recall for vacancies in the class title from which they were laid-off.

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- 19.7 The Town will provide the FOP Florida Staff Representative with the entire Town recall list, biannually. The list will include dates of hire, dates of lay-off, classification(s) the laid off employee previously held, and the name of the Department, division or office in which the employee worked on the date of lay-off.

CONTRACTING OR SUB-CONTRACTING

- 19.8 If the Town is considering contracting out or sub-contracting work, which will eliminate bargaining unit positions, the Town shall notify the FOP Florida Staff Representative no later than seventy-five (75) days prior to making any final decision. The Town shall provide the FOP Florida Staff Representative no later than seventy-five (75) days prior to making any final decision with all financial data relating to the proposal being considered.
- 19.9 The Town shall impact bargain with the Union over the issues which will directly affect any remaining bargaining unit employees resulting from the proposed contract or sub-contract. The Union shall have the opportunity to present alternative proposals to the administration before the administration submits its recommendations to the Town Council. Thereafter the Union may present its alternative proposals to the Town Council in accordance with the Town Council's rules and procedures.
- 19.10 If the decision is then made to contract out or sub-contract work, to a private or other governmental entity, the Town shall request that the entity employ the Town's displaced personnel for a period of eighteen (18) months at such wage and benefit levels as the displaced employees received from the Town on the effective date of the sub-contract. However, if the sub-contractor is unwilling to hire the displaced employees with the conditions stated above, the affected employees shall have all of the rights as set forth in Article 19, Layoff and Recall.

ARTICLE 20 - SAFETY

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- 20.1 The Town agrees that there will be a Town-wide safety committee which meets monthly during the term of this agreement. It is further agreed that the Bargaining Unit can have two (2) members on that committee.
- 20.2 If job equipment is considered unsafe by an employee, then it shall be the responsibility of that employee to immediately report to his/her supervisor the faulty, unsafe equipment. The supervisor will inspect the reported equipment and determine if the equipment will be used or repaired. The supervisor will document his/her determination in writing to the Department Director.
- 20.3 Employees who are required to wear safety devices and/or equipment shall have such devices and/or equipment provided by the Town at no cost to the employee unless damaged or lost through employee negligence.
- 20.4 From time to time the Town may administer safety incentive programs designed to increase employee safety and safe driving. These programs may involve all employees or certain specific work groups.

ARTICLE 21 - UNIFORMS

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1516
1517 21.1 The Town shall provide uniforms to the following classes of employees (subject to
1518 title/classification name changes) at no cost to the employee who will be required to wear
1519 uniforms as follows and according to the Department Director's/Manager's direction:
1520

1521 **A. Building Department**

1522
1523 Building Inspectors:

- 1524 a. Five (5) shirts with Town logo;
- 1525 b. One (1) pair of Town approved ANSI safety shoes, maximum cost of \$200;
- 1526 c. One (1) light weight jacket with liner;
- 1527 d. One (1) hard hat;
- 1528 e. One (1) large Mag-Light flashlight and charger or equivalent;
- 1529 f. One (1) pair rubber boots and rain gear;
- 1530 g. One (1) pair of gloves;
- 1531 h. Dog repellent and holder;
- 1532 i. One (1) badge;
- 1533 j. One (1) baseball hat
- 1534 k. Three (3) pairs of shorts purchased by the Town.

1535
1536 Permit Clerks

- 1537 a. five (5) shirts with Town of Davie Logo

1538
1539 **B. Fire Department**

1540
1541 Clerical Staff:

- 1542 a. Five (5) shirts, in any combination of short and long sleeves with Department logo;
- 1543 b. Five (5) pairs of slacks;
- 1544 c. One (1) belt;
- 1545 d. One (1) pair of shoes, maximum cost of \$75;
- 1546 e. One (1) light weight jacket with liner.

1547
1548 Fire Service Aide:

- 1549 a. Five (5) short and/or long sleeve shirts with Department logo;
- 1550 b. Five (5) pairs of slacks;
- 1551 c. One (1) belt;
- 1552 d. One (1) pair of shoes, maximum cost up to \$75;
- 1553 e. One (1) light weight jacket with liner;
- 1554 f. One (1) baseball cap with Department logo.

1555
1556 **C. Parks, Recreation & Cultural Arts Department**

1557
1558 Park Rangers (full time employees):

- 1559 a. Five (5) shirts, in any combination of short and long sleeves and/or
- 1560 b. Departmental issued Polo Shirts with an embroidered badge

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- 1561 c. Five (5) pairs of "Dockers" style slacks or skirts or any combination of slacks and skirts, at the
- 1562 employees option
- 1563 d. One (1) belt
- 1564 e. One (1) pair of shoes, maximum cost up to \$75.00
- 1565 f. One (1) light weight jacket w/winter liner
- 1566 g. One (1) name tag
- 1567 h. One (1) hat
- 1568 i. One (1) metal badge
- 1569 j. One (1) set of rain gear which includes rain boots
- 1570 k. One (1) one whistle
- 1571 l. One (1) large Mag-Lite flashlight & Charger or equivalent
- 1572 m. One (1) reflective vest
- 1573 n. One (1) set of gloves
- 1574 o. Dog repellent and holder
- 1575

1576 Arena Workers:

- 1577 a. Five (5) uniforms (shirts, pants or shorts);
- 1578 b. Five (5) T-shirts;
- 1579 c. One pair of shoes, maximum cost up to \$75.00
- 1580 d. Staff are offered a hat;
- 1581 e. Staff are offered a light weight jacket with a liner.
- 1582

1583 Recreation/Cultural Arts Staff:

- 1584 a. Three (3) Staff shirts;
- 1585 b. Three (3) T-shirts
- 1586

1587 **D. Police Department**

1588 Code Inspectors:

- 1589 a. Five (5) shirts with Town of Davie Logo;
- 1590 b. One (1) pair of Town approve safety shoes;
- 1591 c. One (1) light-weight jacket w/winter liner;
- 1592 d. One (1) hard hat;
- 1593 e. One (1) large Mag-Lite flashlight & Charger or equivalent;
- 1594 f. One (1) pair of rubber boots and rain gear;
- 1595 g. Latex gloves
- 1596 h. Dog repellent and holder;
- 1597 i. One (1) badge
- 1598 j. One (1) baseball hat;
- 1599 k. Five (5) pair of black pants
- 1600

1601 Crime Analyst:

- 1602 a. Five (5) shirts, in any combination of short and long sleeves and/or Departmental issued Polo
- 1603 Shirts with an embroidered badge, and embroidered name base on assignment to be
- 1604 determined by the Chief of Police; five (5) pairs of, gabardine trousers or skirts or any
- 1605 combination of trousers and skirts, at the employees option;
- 1606
- 1607 a. One (1) belt;

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- 1608 b. One (1) pair of shoes, maximum cost up to \$75.00;
- 1609 c. One (1) light weight jacket w/winter liner;
- 1610 d. One (1) name tag;
- 1611 e. One (1) metal badge

1612 Police Service Aides (Records) (new title: Records Specialist):

- 1613 a. Five (5) shirts, in any combination of short and long sleeves and/or Departmental issued Polo
- 1614 Shirts, color to be determined with an embroidered badge, and embroidered name base on
- 1615 assignment to be determined by the Chief of Police;
- 1616 b. Five (5) pairs of gabardine trousers, or skirts or any combination of trousers and skirts, at the
- 1617 employees option;
- 1618 c. One (1) belt;
- 1619 d. One (1) pair of shoes, maximum cost up to \$75.00;
- 1620 e. One (1) light weight jacket w/winter liner;
- 1621 f. One (1) name tag;
- 1622 g. One (1) metal badge.

1623 PSA-SA's (new title: Police Support Technician, who work with property and evidence/criminal

1624 investigations/front desk/training/community relations/accreditation):

- 1625 a. Five (5) shirts, in any combination of short and long sleeves and/or Departmental issued Polo
- 1626 Shirts with an embroidered badge, and embroidered name base on assignment to be
- 1627 determined by the Chief of Police;
- 1628 b. Five (5) pairs of gabardine trousers, or skirts or any combination of trousers and skirts, at
- 1629 the employees option;
- 1630 c. One (1) belt;
- 1631 d. One (1) pair of shoes, maximum cost up to \$75.00;
- 1632 e. One (1) light weight jacket with winter liner;
- 1633 f. One (1) name tag;
- 1634 g. One (1) hat;
- 1635 h. One (1) metal badge;
- 1636 i. One (1) set of rain gear which includes rain boots.

1637 Dispatchers:

- 1639 a. Five (5) departmental issued Polo Shirts, black in color with an embroidered badge, and
- 1640 embroidered name base on assignment to be determined by the Chief of Police;
- 1641 b. Five (5) pairs of gabardine trousers, or skirts or any combination of trousers and skirts, at the
- 1642 employees option ;
- 1643 c. One (1) belt;
- 1644 d. One (1) pair of shoes, maximum cost up to \$75.00;
- 1645 e. One (1) light weight jacket with winter liner.

1646 PSA-SA's (new title: Community Service Aide, who performs road patrol activities):

- 1647 a. Five (5) shirts, in any combination of short and long sleeves, and embroidered name base;
- 1648 b. Five (5) pairs of dark slacks or shorts;
- 1649 c. One (1) belt;
- 1650 d. One (1) pair of shoes, maximum cost up to \$75.00;
- 1651 e. One (1) light weight jacket w /winter liner;

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- 1654 f. One (1) name tag;
- 1655 g. One (1) hat;
- 1656 h. One (1) metal badge;
- 1657 i. One (1) set of rain gear which includes rain boots;
- 1658 j. One (1) whistle;
- 1659 k. One (1) large Mag-Lite flashlight & Charger or equivalent;
- 1660 l. One (1) reflective vest;
- 1661 m. One (1) set of gloves;
- 1662 n. Dog repellent and holder;
- 1663 o. Second pair of uniform shoes (if needed) maximum cost up to \$75.00 each;
- 1664 p. One (1) Ballistic vest* (optional)
- 1665 *If employee is assigned a vest, he/she shall be required to wear the vest.

1666 Victim Advocate:

- 1667 a. Five (5) shirts, in any combination of short and long sleeves and/or Departmental
- 1668 issued Polo Shirts with an embroidered badge, and embroidered name base on
- 1669 assignment to be determined by the Chief of Police;
- 1670 b. Five (5) pairs of gabardine trousers, or skirts or any combination of
- 1671 trousers and skirts, at the employee's option;
- 1672 c. One (1) belt;
- 1673 d. One (1) pair of shoes, maximum cost up to \$75.00;
- 1674 e. One (1) light weight jacket w /winter liner;
- 1675 f. One (1) name tag;
- 1676 g. One (1) hat;
- 1677 h. One (1) metal badge;
- 1678 i. One (1) set of rain gear which includes rain boots:
- 1679 j. One (1) large Mag-Lite flashlight & Charger or equivalent.

1681 Special Events/Ceremonies/Funeral

1682 The following Uniforms/items shall be provided to Dispatchers (and other uniformed unit

1683 employees in the Police Department who are not already provided these items as listed in the

1684 positions above), for use when directed by the Police Chief at designated Special Events,

1685 Ceremonies and Funerals:

- 1686 a. One (1) long sleeve dress shirt;
- 1687 b. One (1) metal badge;
- 1688 c. One (1) metal name plate;
- 1689 d. One (1) clip-on tie;
- 1690 e. One (1) Town of Davie tie pin;
- 1691 f. One (1) set of lapels designating special units, as applicable.

1693 The above enumerated items shall be replaced on an "as needed" basis as determined by the Chief of

1694 Police or designee. Further the Town agrees that uniform items damaged in the course of the

1695 Community Service Aides' work for the Town shall be replaced by the Town. The Town further

1696 agrees to maintain and have laundered said uniforms.

1697
1698
1699

E. Public Works

Represented staff (not including clerical):

- a. Eleven (11) laundered uniforms (shirts & pants or shorts); if employee does not wish to have 5 laundered shirts of the 11, he or she may substitute with Five (5) t-shirts;
- b. Five (5) T-shirts;
- c. Two (2) pairs safety shoes limited to \$200 per pair;
- d. All staff are offered hats;
- e. All staff are offered light weight jacket with liner.

Crew Leaders and Operations Supervisors:

Same as staff above; however may have polo shirts instead of laundered uniform shirts (shirt for shirt).

Landscape Staff:

- a. Five (5) polo shirts in lieu of uniformed service
- b. One (1) pair safety shoes limited to \$200.

F. Utilities Department

Engineering Division

Engineering Inspector

- a. Five (5) shirts with Town logo;
- b. One (1) pair of Town approved ANSI safety shoes, limited to \$200 allowance;
- c. One (1) one light-weight jacket with liner;
- d. One (1) hard hat;
- e. One (1) large Mag-Lite flashlight and charger or equivalent;
- f. One (1) pair of rubber boots and rain coat;
- g. One (1) set of gloves;
- h. Dog repellent and holder;
- i. One (1) badge;
- j. One (1) baseball hat.

Operations & Field

- a. Two (2) pairs of safety shoes with reimbursement up to a maximum of \$200 per year;
- b. Eleven (11) sets of uniform shirts with Town logo and name tags. Long or short sleeves or combination of both (poly blend material for all but Lift Station Operators or those with medical necessity documentation);
- c. Five (5) short sleeve t-shirts with Town logo;
- d. One (1) baseball style cap;
- e. One (1) set of rain gear including raincoat, rain pants, and boots;
- f. One (1) light weight jacket with liner;
- g. One reflective vest (Town will make good faith to purchase additional vests beyond staff);
- h. Sun protective safety glasses
- i. Hard hats;
- j. Ear plugs for noise protection;

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- 1746 k. Rubber (nitrile) gloves for working in sewage;
- 1747 l. Leather work gloves;
- 1748 m. Disposable Hazmat suit/coverall for lift station and sewage work;
- 1749 n. Hip wader boots.
- 1750 o. Cargo pants

1751
1752 Should the Town require any bargaining unit member to wear a uniform then the uniform will be
1753 provided at Town expense.

1754
1755 21.2. The Town shall provide uniforms for bargaining unit employees as follows:

- 1756
1757 1. Department director may require an employee to wear appropriate steel toed shoes as a
1758 safety precaution. Employees required to wear safety shoes will either receive two pairs of
1759 Town approved safety shoes per year, or will be reimbursed up to a maximum total of two-
1760 hundred (\$200.00) for safety shoes at the Department Director's discretion. Employees
1761 receiving safety shoes must wear the safety shoes at all times while on Town time, unless
1762 express written authorization from the department director is received relieving the
1763 employee of this obligation. Probationary employees who leave Town employment prior
1764 to completion of their probationary period shall be required to reimburse the Town for the
1765 cost of the safety shoes.
- 1766
1767 2. Uniforms will also be supplied and laundered for all employees working in the Public
1768 Works Department, and Utilities Department. Blouses and/or shirts supplied for
1769 Recreation employees will be laundered by the employee. All employees covered by this
1770 Article shall be required to wear the appropriate work shoes and supplied uniforms.
- 1771
1772 3. The Town agrees to, at the discretion of the Department Director; provide bargaining unit
1773 employees with rain gear and a jacket during the winter months.

1774
1775 21.3 All footwear referenced above shall comply with ANSI Z41-1991.

1776
1777 21.4 Any employee who breaks, damages or loses his/her uniform or other Town issued item (e.g.,
1778 equipment) shall pay for the repair, replace the item and/or be subject to disciplinary action if the
1779 item was broken, damaged or lost due to the employee's negligence or if the employee could have
1780 avoided the break, damage or loss. The determination of whether the item was broken, damaged,
1781 or lost due to the employee's negligence or whether the employee could have avoided the break,
1782 damage or loss will be made by the Town Administrator or designee. Any disagreement regarding
1783 uniforms will be subject to the grievance provisions indicated in Article 7. Upon separation of
1784 employment with the Town, the employee must return all issued uniform items except safety
1785 shoes.

ARTICLE 22 - EDUCATION

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22.1 Bargaining unit employees shall receive tuition reimbursement in accordance with the current Town of Davie Tuition Reimbursement policy (in effect on September 19, 2012). A copy of the policy is attached to this contract.

In addition, all classes that are required in order to maintain an employee's current position shall be reimbursed at 100%, which includes tuition, books and fees. In addition to being reimbursed for the actual class, employees shall be compensated for any hours actually spent in a classroom for classes required to maintain their current license, provided that the license is a requirement to maintain their current position. Employees who, as a condition of employment/promotion, are required to obtain a license, will be required to attend those classes on their own time pursuant to the form they signed upon getting promoted/hired.

Departments shall have the discretion to reimburse at 100% classes which are required for immediate advancement within the same job progression. In the case where a department does not elect to pay 100%, the class will be eligible for the 80% reimbursement pursuant to current Town of Davie policy.

22.2 The Town agrees that beginning on the ratification date of the 2015-2018 Agreement, a total of \$30,000.00 for the term of the 3 year Agreement, with a maximum of \$10,000.00, to be made available in any fiscal year, shall be made available for tuition reimbursement to the members of this bargaining unit, which must be used consistent with the requirements of the Tuition Reimbursement policy, but that amount shall only be available for use during the term of this Agreement. Therefore, the Town and the Union also agree that the full remaining value of that \$10,000.00, if any, made available in the third fiscal year of this Agreement shall sunset and shall no longer be available as of September 30, 2018.

ARTICLE 23 - WAGE INCREASES

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- 23.1 FY 2015-2016:
 - A. A two and one half percent (2.5%) COLA will be applied to all steps of the pay ranges retroactive to the first full pay period on or after October 1, 2015. Provided, however that only employees who are employed in a position within the bargaining unit on the date of the ratification of this 2015-2018 Agreement by the Town Council will be eligible to receive these wage increases, and the parties also agree that no retro-active pay increases provided in this Agreement shall be used to recalculate any pension benefits for any employee who has retired, including entry into DROP, before the date this Agreement is ratified by both parties.
- 23.2 FY 2016-2017:
 - A. A two and one half percent (2.5%) COLA will be applied to all steps of the pay ranges in the first full pay period on or after October 1, 2016.
- 23.3 FY 2017-2018:
 - A. A three percent (3.0) COLA will be applied to all steps of the pay ranges in the first full pay period on or after October 1, 2017.
- 23.4 Employees hired on or after August 21, 2013, are placed into the bifurcated pay plan in which the value of each merit step in those pay ranges for all classifications shall be 2.5%.
- 23.5 Any error in an employee's payroll check of \$250.00 or more shall be brought to the attention of the Department Director or designee. If the error is not due to the negligence of the employee, the Town shall issue a check to the employee for the amount in error within three (3) working days after the proper notification is made by the employee. At the employee's option, this correction may be made on the following payroll check. Any errors amounting to less than \$250.00 shall be corrected on the following payroll check.
- 23.6 The Town will conduct a salary survey during FY 2016-2017 (after October 1, 2016), and in FY 2017-2018 (after October 1, 2017), Article 23 may be re-opened at the written request of the Union or the Town for negotiations to discuss the results and/or recommendations of the salary survey.

ARTICLE 24 - LONGEVITY AND SERVICE AWARDS

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- 24.1 The Town and the bargaining unit agree to maintain the longevity pay eligibility requirements effective immediately prior to the ratification of this agreement.
- 24.2 Consequently, in order to be eligible for longevity payments in the amount equaling six percent (6%) of the basic annual salary, current employee bargaining unit members must meet one of the following requirements:
- Regular full-time bargaining unit members currently employed in job classifications previously categorized as non-represented; who have served as such continuously for three (3) or more full years; and who were hired on or before July 17, 1991; and are eligible.
 - Bargaining unit members employed in job classifications previously represented by the Federation of Public Employees White Collar Unit and who were hired prior to March 05, 1986, are eligible.
- 24.3 Full Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary shall receive longevity payments as follows:
- | | |
|---------------------------------------|-------------|
| Five (5) years of service | --\$500.00 |
| Six (6) to ten (10) years of service | --\$750.00 |
| Eleven (11) years of service and over | --\$1000.00 |
- 24.4 Part Time employee bargaining unit members who do not meet one of the eligibility requirements for longevity payments in the amount equaling six percent (6%) of the basic annual salary and who are paid for working a minimum of 1040 hours per year shall receive longevity payments as follows:
- | | |
|---------------------------------------|------------|
| Five (5) years of service | --\$250.00 |
| Six (6) to ten (10) years of service | --\$375.00 |
| Eleven (11) years of service and over | --\$500.00 |
- 24.5 Employees will be entitled to the longevity payment only if they have completed the specified number of years of service by October 1st of the contract year.
- 24.6 Longevity payments will be made on the first pay period in December.
- 24.7 At separation of employment with the Town, the employee member will be paid on a prorated basis from October 1st to the date of employment separation.

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1905 24.8 When an employee not currently in the bargaining unit transfers into a bargaining unit position
1906 any longevity increase that may be due to the employee shall be prorated at the rate listed above.
1907 Such prorated amount shall be computed from the date the employee was transferred into the
1908 bargaining unit position.

1909
1910 **SERVICE AWARDS**

1911
1912 24.9 Upon completion of five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30),
1913 thirty-five (35), forty (40), forty-five (45), and fifty (50) years of continuous service with the
1914 Town, employees shall be presented with service awards to be determined by the Town
1915 Administrator or designee. Part time employees shall be eligible for Service Awards.
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ARTICLE 25 - INSURANCE

Employee Benefits

- 25.1 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 intent of this plan will be to cover 100% of the employee's expense to include individual health (EPO plan), dental, LTD, STD and life insurance (\$50,000). In addition, the Town will pay for a portion of dependant coverage depending upon which plan(s) the employee(s) choose(s). 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.
- 25.2 This Article may be re-opened at the written request of the Union or the Town on or after March 1, 2016, for negotiations to discuss changes to any or all aspects of the current insurance benefits.

ARTICLE 26 - PENSION

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- 26.1 Except as provided in Sections 26.2, 26.3, and 26.4, 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.
- 26.2 Effective August 21, 2013, the Town shall not process or administer, or have any involvement in any way with any employee loans from the Town's defined contribution 401(a) pension plans. Any such loans, if available, must be made directly between the employee and the third party administrator, and must be consistent with all applicable laws and regulations.
- 26.3 Effective the first full pay period in October 2007, the Town increased the Town's contribution to eleven and four tenths percent (11.4%) of the salaries of individual bargaining unit members who elected to remain in the DC 401(a) pension plan, and no employee contribution to the DC 401(a) pension plan will be required.
- 26.4 The employee contribution increases of two and one-half percent (2.5%) applicable to the employees in the first tier of the defined benefit pension plan in Section 26.2 of the 2012-2015 Agreement, were mutually agreed by the parties provided all members of the first tier of the defined benefit pension plan pay the same amount of contribution percentage established in Section 26.2 of the 2012-2015 Agreement. If for any reason the Town does not implement or reduces the contributions of non-bargaining unit employees in the first tier of the defined benefit plan below two and one-half percent (2.5%) during the term of this Agreement, then the parties agree that the employee contributions of the bargaining unit employees who are in the first tier of the defined benefit plan, shall be reduced to the same amount as the non-bargaining unit employees who are in the first tier of the defined benefit plan.

ARTICLE 27 - PRIVATE DUTY DETAILS

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- 27.1 Non-sworn Police Department personnel who are qualified to work certain private duty details (qualification to work private duty details will be solely determined by the Town):
 - 1. If injured while on an assigned private duty detail said employee shall be entitled to the same rights, privileges, and benefits as if he were injured while performing his duties for the Town, provided the Town has made the assignment.
 - 2. Private duty detail assignments shall be compensated at the current rate with a minimum of three (3) hours.
- 27.2 In addition to the hourly rate indicated above, the Town will collect the following fees from the vendor who hires the assigned employee for the detail:
 - a. \$3.00 administration fee-per detail
 - b. Matching FICA @ 7.65%, Worker's Compensation @ 6.22%, and liability coverage @ 1%, and Town pension costs @ 21.04%. (These percentages will be adjusted automatically in accordance with any rate increases/decreases.)
- 27.3 Any bargaining unit employee who works a detail on Thanksgiving Day, The Day After Thanksgiving Day, Easter Sunday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day shall be compensated at double the normal rate of private duty detail pay.

ARTICLE 28 - PERSONALLY ASSIGNED TAKE-HOME VEHICLE

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- 28.1 Bargaining unit employees who are provided a take home vehicle shall be authorized to utilize their vehicle off-duty for incidental usage of personal errands or stops on the way to and from work.
- 28.2 In order to qualify for a take home vehicle, the bargaining unit employee must reside in Broward, Palm Beach, or Miami-Dade County.
- 28.3 Bargaining unit employees shall not use their Town take-home vehicle to convey passengers, except for another Town employee.
- 28.4 Bargaining unit employees assigned a Town take-home vehicle shall be allowed to convey immediate relatives (i.e., children to and from school or emergency situations) only after obtaining authorization from the Town Administrator or his designee.
- 28.5 The Town and/or individual departments may establish and/or amend rules governing personally assigned take-home vehicles at the Town's sole discretion. Non vehicle related disciplines shall not be used to take away vehicles from bargaining unit employees.

ARTICLE 29 - SALARY INCENTIVE, SPECIAL ASSIGNMENT AND DUTY PAY

- 2019
2020
2021 29.1 Communication Training Officer designated by the Chief of Police or his designee to train
2022 Communication Dispatch personnel shall receive a pay differential of \$50.00 per month.
2023
2024 a. Effective after the ratification date of the 2015-2018 Agreement, an additional \$50 per month,
2025 shall be paid to Dispatchers who: (1) are certified trainers and (2) when they are actively
2026 training other Dispatchers and (3) provided the certified Dispatch trainer is actually training
2027 Dispatchers at least forty (40) hours in the month.
2028
2029 29.2 Community Service Aide designated by the Chief of Police or his designee to train Community
2030 Service Aides shall receive a pay differential of \$50.00 per month.
2031 a. Effective after the ratification date of the 2015-2018 Agreement, an additional \$50 per month,
2032 shall be paid to Certified Service Aides (CSAs) who: (1) are certified trainers and (2) when
2033 they are actively training other CSAs and (3) provided the certified CSA trainer is actually
2034 training CSAs at least forty (40) hours in the month.
2035
2036 29.3 Bargaining unit employees in the positions of: Building Inspector, Mechanical Inspector,
2037 Plumbing Inspector, Electrical Inspector, Building Plans Examiner, Chief Building Inspector,
2038 Chief Electrical Inspector, Chief Plumbing Inspector shall be eligible to receive an annual
2039 incentive payment in the amount of \$3,600.00 which will be made in incremental payments on
2040 each pay period (i.e., approximately \$138.46 per pay period) while the employee remains in the
2041 applicable job classification. The parties further agree that this incentive payment will be paid
2042 only as long as the Town determines that the developmental activity within the Town warrants
2043 such incentive payments. In this regard, the parties agree that the Town's decision as to whether
2044 this incentive payment plan should be continued or modified remains in the Town Administrator's
2045 (or designee) sole and exclusive discretion, and that the discontinuance or modification of this
2046 incentive payment by the Town shall not be subject to any bargaining requirements before or after
2047 the decision is implemented.
2048
2049 29.4 Crime Scene Techs and certain Utilities employees, who are assigned to be on standby status shall
2050 be eligible for a new standby pay benefit under the following terms and conditions:
2051 a. Employees assigned to standby status by the department director (or designee) will be
2052 given an additional flat rate of \$10 daily for each day of standby.
2053 b. The Town will assign employees to the standby status pursuant to department needs.
2054 c. Every employee on standby status, when called, will contact their supervisor telephonically
2055 within ten (10) minutes.
2056 d. Every employee on standby status must report when requested to the work site.
2057 e. The employee must, in all cases, report to the work site within 60 minutes after being
2058 notified to report. If an employee encounters an emergency which renders him/her
2059 incapable of responding within the required time limits, she/he will immediately notify
2060 their supervisor (or designee).
2061 f. If an employee assigned to standby status fails to report to work within the stated
2062 guidelines when summoned, that employee shall:
2063 1. Forfeit any entitlement to standby pay for that week; and

GENERAL EMPLOYEES COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF DAVIE, FLORIDA AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.
OCTOBER 1, 2015 TO SEPTEMBER 30, 2018

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2. May be subject to possible disciplinary action, depending on the reason/excuse given by the employee.

- g. Any employee on leave, paid or unpaid, will not be in standby status and not eligible for compensation.
- h. The Town will compensate each employee who has performed standby status on the Town's biweekly payroll. This will only be done after the department has submitted the proper documents to the payroll department.
- i. Additional rules/requirements may be made applicable to employees on standby status by the department director depending on the department's needs.

29.5 Effective after the ratification date of the 2015-2018 Agreement, an incentive program will be created for employees who are currently employed, as of that ratification date, in the Plant Operator I and Plant Operator II classifications, to obtain and maintain an additional (dual) "Class C" certification (meaning the employees will obtain dual certification in the Water and the Waste-water areas). Under this incentive program, with written pre-approval from the Town, the Town will pay the cost of the classes and the first examination for one (1) additional "Class C" dual certification. An employee who obtains and maintains the additional "Class C" dual certification will be paid \$250 per year for the second "Class C" certification. The employee must submit proper documentation from the Department of Environmental Protection confirming the employee obtained the second dual "Class C" certification, and must maintain the second/dual certification to maintain eligibility for this additional incentive pay.

All employees hired as or promoted to the Plant Operator I position after the ratification date of this 2015-2018 Agreement, must obtain and maintain as a condition of continued employment a second (dual) Class "C" License (in Water or Waste-water) within thirty-six (36) months of employment/promotion, and all Plant Operator Trainees shall be required to obtain a Class "C" License within 18 months of employment.

ARTICLE 30 - DRUG- AND ALCOHOL-FREE WORKPLACE

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30.1 The Town and the Union recognize that employee substance and alcohol abuse is a serious problem and can have an adverse impact on Town government, the image of the Town, the general health, welfare, and safety of Town employees, and the general public at large. Accordingly, the Town and the Union agree to promote a drug- and alcohol-free workplace. The Town will maintain a drug-free and alcohol-free workplace policy that meets the Federal Drug Free Workplace Act and the Florida Drug-Free Workplace program requirements as set forth in Chapter 440 of the Florida statutes. It is a condition of employment that all employees abide by the Town's drug-free and alcohol-free workplace policy. 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. 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. The Town may also conduct post-accident and post worker's comp drug testing in accordance with the Drug Free Workplace Policy as well as the Worker's Compensation Policy. This testing must be completed within five (5) days of the Town being notified of the Accident or Injury.

ARTICLE 31 - SAVINGS CLAUSE

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- 31.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision.
- 31.2 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, for the term of this agreement, the Union agrees that the Town shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Town's direction and control.
- 31.3 During the term of this agreement benefits enacted by this contract, shall not be changed without mutual consent of the Union and Town during the term of this agreement.

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ARTICLE 32 - TOTALITY OF AGREEMENT

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

ARTICLE 33 - TERM OF AGREEMENT

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This Agreement shall begin on October 1, 2015 and expire on September 30, 2018.

The parties agree that no earlier than May, 1, 2018, the parties shall meet, confer and exchange proposals concerning the negotiations of a new agreement. If a new agreement is not reached upon expiration of this current agreement, this agreement shall continue in effect until a new agreement is signed.

The Town agrees to permit seven (7) bargaining unit employees to participate in contract negotiations between the Town and the Union during regular business hours with no loss of pay.

Date this 23 day of march, 2016

TOWN OF DAVIE

FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE

BY: Judy Paul
Mayor/Councilmember

BY: [Signature]
Staff Representative

BY: [Signature]
Town Administrator