

**GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 1818.06**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA ("TOWN"), PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN AND THE FRATERNAL ORDER OF POLICE; AUTHORIZING THE TOWN MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR IMPLEMENTATION OF THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Golden Beach ("Town") desires to ratify the Collective Bargaining Agreement ("Agreement") between the Town and Fraternal Order of Police ("Police Union"), (a copy of the Agreement is attached hereto as Exhibit "A"); and

**WHEREAS**, the Town Council finds that ratification of the Agreement is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing whereas clauses are true and correct and are incorporated herein by this reference.

**Section 2.** Ratification of the Agreement between the Town and the Police Union, in the form attached hereto as Exhibit "A," is hereby authorized and approved.

**Section 3.** The Town Mayor is hereby authorized to execute the Agreement on behalf of the Town.

**Section 4.** The Town Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution and the Agreement.

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**Section 5.** This Resolution shall become effective immediately upon its adoption.

Sponsored by Town Administration.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Colella-Battista and on roll call the following vote ensued:

Mayor Singer	<u>Aye</u>
Vice Mayor Einstein	<u>Absent</u>
Councilmember Colella-Battista	<u>Aye</u>
Councilmember Iglesias	<u>Nay</u>
Councilmember Lusskin	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida,  
this 21<sup>st</sup> day of November, 2006.

ATTEST:

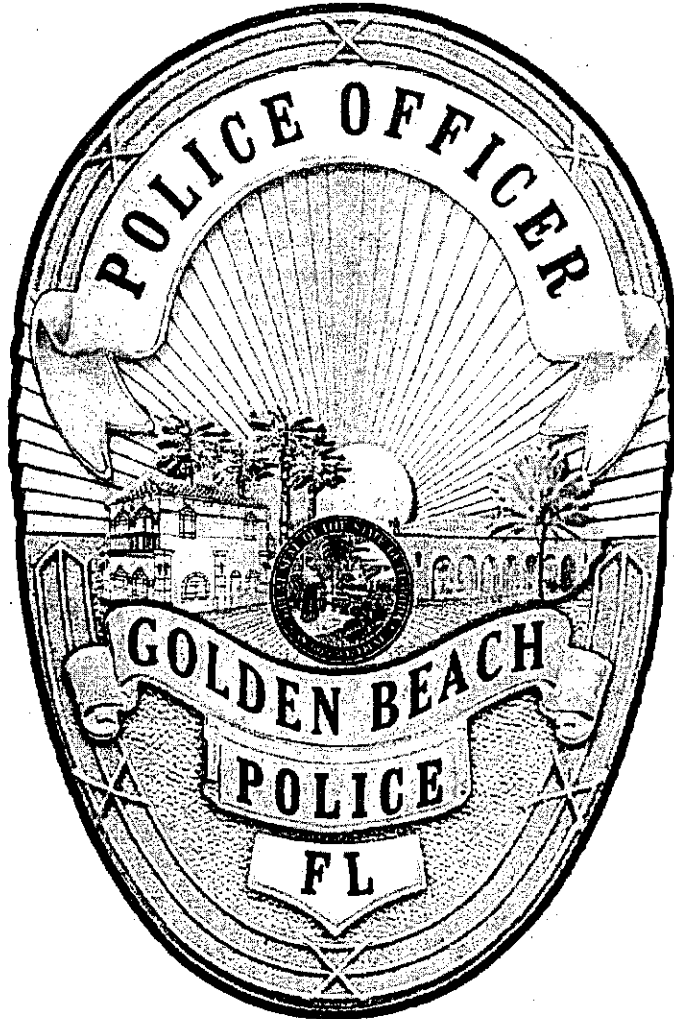
  
MAYOR GLENN SINGER

  
BONILYN WILBANKS-FREE  
TOWN MANAGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
TOWN ATTORNEY

Resolution No. 1818.06



AGREEMENT BETWEEN

TOWN OF GOLDEN BEACH, FLORIDA

and

FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE

OCTOBER 1, 2004 \* SEPTEMBER 30, 2007

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**ARTICLE 1 • AGREEMENT**

1. This Agreement is entered into by the TOWN OF GOLDEN BEACH, FLORIDA, hereinafter referred to as the "Town," and the FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, hereinafter referred to as the "FOP" or the "Union."

**ARTICLE 2 • RECOGNITION**

1. The Town hereby recognizes the FOP as the exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All sworn police officers and sergeants employed by the Town of Golden Beach, Florida

EXCLUDED: Police Chief, secretary/executive assistant to the chief, and all other employees of the Town of Golden Beach.

2. The parties agree that, if the Town creates a position/rank in the Police Department below the rank of Sergeant, and if that position/rank is filled with a sworn and certified law enforcement officer, said new position/rank will become a bargaining unit position.

### **ARTICLE 3 • NON-DISCRIMINATION**

1. No employees covered by this Agreement will be discriminated against by the Town or the FOP with respect to any job benefits or other conditions of employment accruing from this Agreement because of Union membership or non-membership.



## ARTICLE 4 • MANAGEMENT RIGHTS

1. The FOP and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations, including the Police Department. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to:

- a. decide the scope of service to be performed and the method of service;
- b. hire and/or otherwise determine the criteria and standards of selection for employment;
- c. fire, demote, suspend or otherwise discipline for just cause;
- d. promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit;
- e. transfer employees from location to location and from time to time;
- f. lay off and/or relieve employees from duty;
- g. determine the starting and quitting time and number of hours and shifts to be worked;
- h. determine the allocations and content of job classifications;
- i. formulate and/or amend job descriptions;
- j. merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the Town good business judgment makes such curtailment or discontinuance advisable, provided only that the Town give ninety (90) days advance notice to the FOP;
- k. contract and/or subcontract any existing or future work, provided only that the Town give ninety (90) days advance notice to the FOP;

l. expand, reduce, alter, combine, assign, or cease any job;

m. determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

n. control the use of equipment and property of the Town;

o. determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;

p. schedule and assign the work to the employees and determine the size and composition of the work force;

q. determine the services to be provided to the public, and maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;

r. take whatever action may be necessary to carry out the mission and responsibility of the Town in unusual and/or emergency situations;

s. test employees for drugs, alcohol and/or controlled substances, using recognized testing methods and procedures, based upon the reasonable suspicion standard. The Town agrees that, with respect to testing for drugs and/or controlled substances, the Town will utilize the EMIT screening test and GC/MS confirmatory test. Further, a split sample of urine will be obtained. In the event an employee tests positive for drugs and/or controlled substances, the employee may have a portion of the remaining urine specimen tested at an independent, accredited laboratory utilizing accepted industry standard procedures. The second test is at the employee's own expense.

t. formulate, establish, amend, revise and implement (Town and/or departmental) policies or rules and regulations;

u. formulate, establish, amend, revise and implement (Town and/or departmental) programs and/or procedures; and

v. require employees to observe and obey the Town's (and/or departmental) policies, procedures or rules and regulations.

2. The above rights of the Town are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any of the rights, powers, and authority that the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement.

3. If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

## ARTICLE 5 • WORK STOPPAGES

1. The FOP agrees that, under no circumstances, shall there be any work stoppages, strike, sympathy strike, safety strike, jurisdictional dispute, walkout, sit-down, stay-in, sick-out, or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing in the furtherance of any of the above-prohibited activities. Further, no bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the FOP or any other employee organization or union, nor shall any bargaining unit employee refuse to cross any picket line if it would cause the employee to either stop or delay the employee from reporting to work and/or it in any way hinders or prevents any employee from carrying out his job duties.

2. The FOP agrees that the Town shall retain the sole and exclusive right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in paragraph 1, above.

3. It is recognized by the parties that the activities enumerated in paragraph 1 above are contrary to the ideals of professionalism and to the Town's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Town shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

4. For the purpose of this Article, it is agreed that the FOP shall be responsible and liable for any of the above-described act(s) committed by its officers, agents, and/or representatives unless it immediately notifies the Town as well as its officers, agents and/or representatives that it disclaims and does not support such conduct.

## ARTICLE 6 • GRIEVANCE AND ARBITRATION PROCEDURE

### A. Non-Disciplinary Grievances

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of non-disciplinary grievances between the parties. For the purposes of Section A of this Article, a non-disciplinary grievance is limited to and defined as any dispute, difference or controversy involving the application or interpretation of this Agreement.

2. Time is considered to be of the essence for purposes of this Article. Accordingly, any non-disciplinary grievance not submitted or processed by the grieving party or the FOP in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and foreclosed for all contractual and/or legal purposes and shall result in the forfeiture of all rights to arbitration. Any non-disciplinary grievance not answered by the Town within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

3. Non-disciplinary grievances shall be presented in the following manner:

STEP 1: The employee shall first take up his/her grievance with the Police Chief within ten (10) working days of the occurrence of the event(s) which gave rise to the grievance. Such grievance shall be presented in writing, shall be signed by the employee and shall specify: (a) the date of the alleged grievance; (b) the specific article or articles of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the relief requested. The Police Chief or his/her designee shall, within ten (10) working days after the presentation of the grievance (or such longer period of time as is mutually agreed upon), render his/her decision on the grievance in writing.

STEP 2: In the event that the employee is not satisfied with the disposition of the grievance at STEP 1, he/she shall have the right to appeal the STEP 1 decision to the Town Manager within ten (10) working days after the date of the issuance of the STEP 1 decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, together with a letter signed by the employee requesting that the STEP 1 decision be reversed or modified. The FOP and/or grieving employee must meet with the Town Manager ten (10) working days (or such longer period of time as is mutually agreed upon) after the grievance is advanced to STEP 2. The Town Manager shall, within ten (10) working days (or such longer period of time as is mutually agreed upon) after the meeting render his/her decision in writing.

STEP 3: In the event that the employee is not satisfied with the disposition of the grievance at STEP 2, he/she shall have the right to appeal the STEP 2 decision to the Mayor within ten (10) working days after the issuance of the STEP 2 decision. Such appeal must be accompanied by a copy of the original grievance and all responses, together with a letter signed by the employee requesting that the STEP 2 decision be reversed or modified. The Mayor shall, within ten (10) working days (or such longer period of time as is mutually agreed upon), render his/her decision in writing.

For the purposes of this Article a working day is Monday through Friday, excluding Saturday and Sunday and observed holidays.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the FOP and the Town, it shall be presented directly at STEP 2 of the grievance procedure within the time limit provided for the submission of a grievance at STEP 1. The grievance shall be signed by the aggrieved employees or the FOP representative on their behalf.

5. In the event that a non-disciplinary grievance has not been resolved to the satisfaction of the FOP at STEP 3, the FOP may request that the non-disciplinary grievance be submitted to arbitration within five (5) working days after the issuance of the STEP 3 decision.

6. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation Conciliation Services ("FMCS") to furnish a list of seven (7) names. Upon receipt of the FMCS list, the parties shall within ten (10) working days and beginning with the Union, each alternately strike, one at a time, two names from the list. The person whose name remains on the list shall be the arbitrator. The parties shall jointly notify the arbitrator that he/she has been selected. Each party may object to all the names on the list, provided the objection is made prior to the commencement of the striking process. If this happens, the party rejecting all the names on the list will request and pay for a new list from FMCS.

7. The Town and the FOP shall mutually agree in writing to the statement of the grievance to be arbitrated prior to the arbitration hearing. The arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the issues raised in the grievance presented in STEP 1 of the grievance procedure, or STEP 2 in the case of a "class grievance" filed pursuant to paragraph 4 above, including any Town defenses.

8. The arbitrator shall have no authority to substitute his/her judgment for that of management and can reverse or modify management only where the arbitrator finds that management acted arbitrarily and capriciously. Further, the arbitrator has no jurisdiction or

authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a non-disciplinary grievance as defined in this Article, except to the extent as specifically provided herein.

9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented to him/her, which question(s) must be actual and existing. The arbitrator shall issue his/her award within thirty (30) calendar days after the close of the hearing or such longer period of time as is mutually agreed upon, and shall furnish copies of such award to both parties.

10. Consistent with the provisions of the Florida Public Employee Relations Act, Chapter 447, Part II, Florida Statutes, it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the Town for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, or cause the Town to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Town exceeding the amounts initially appropriated and approved by the Town for funding in this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and



related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.

12. The arbitrator's award shall be final and binding on the parties.

13. The FOP will be furnished with a copy of each grievance filed by an employee within the bargaining unit, and the Town's response(s) thereto.

14. Employees may request to have a FOP representative present at any Step of the grievance procedure.

15. The FOP will not be required to process the grievances of non-members. However, the FOP agrees that it will provide the Town with a written explanation regarding each non-member grievance which it declines to process.

**B. Disciplinary Grievances (Effective October 1, 2006)**

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of disciplinary actions taken against the members of the bargaining unit.

2. As provided for in the Town's charter, all disciplinary action shall be taken by the Mayor.

3. Any disciplinary action involving a suspension without pay, demotion, or termination may be appealed to the Town's Personnel Appeals Board ("PAB"). Such appeal must be made in writing within five (5) working days after the issuance of the disciplinary action. The PAB, within thirty (30) working days or upon a mutually agreed date, shall conduct a full evidentiary *de-novo* hearing and may increase, decrease, or sustain the disciplinary action taken by the Mayor.

4. Any disciplinary action less than a suspension without pay is final and may not be grieved or appealed to the PAB or arbitration. An employee, however, may write a response to his/her grievance that will be placed in his/her personnel file.

5. In the event that the disciplinary action described in Section 3 above has not been resolved to the satisfaction of the FOP by the PAB, the FOP may request that the disciplinary action be submitted to arbitration within ten (10) working days after the issuance of the PAB decision.

6. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the FMCS to furnish a list of seven (7) names. Upon receipt of the FMCS list, the parties shall within ten (10) working days, and beginning with the Union, each alternately strike, one at a time, two names from the list. The person whose name remains on the list shall be the arbitrator. The parties shall jointly notify the arbitrator that he/she has been selected. Each party may object to all the names on the list, provided the objection is made prior to the commencement of the striking process. If this happens, the party objecting to all the names on the list will request and pay FMCS for another list.

7. The Town and the FOP shall mutually agree in writing to the issue(s) to be arbitrated prior to the arbitration hearing. The arbitrator, thereafter, shall confine his/her decision to the particular issue thus specified. In the event that the parties fail to agree on the issue to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the issue decided by the PAB and the response of the other party.

8. The arbitrator has no jurisdiction or authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article.

9. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented to him/her, which question(s) must be actual and existing. The arbitrator shall issue his/her award within thirty (30) calendar days after the close of the hearing or such longer period of time as is mutually agreed upon, and shall furnish copies of such award to both parties.

10. Consistent with the provisions of the Florida Public Employee Relations Act, Chapter 447, Part II, Florida Statutes, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts appropriated by the Town for funding of the Agreement. Accordingly, and notwithstanding any other provisions of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, or cause the Town to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Town exceeding the amounts initially appropriated and approved by the Town or funding in this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and

related expenses and expenses obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.

12. The arbitrator's award shall be final and binding on the parties.

13. The FOP will be furnished with a copy of each grievance filed by an employee within the bargaining unit, and the Town's response(s) thereto.

14. Employees may request to have a FOP representative present at any Step of the grievance procedure.

15. The FOP will not be required to process the grievances of non-members. However, the FOP agrees that it will provide the Town with a written explanation regarding each non-member grievance which it declines to process.

## ARTICLE 7 • DEPARTMENTAL RULES AND REGULATIONS

1. It is agreed and understood that the Town and the Police Department currently have certain Rules and Regulations. The FOP agrees that, consistent with Article 4, paragraph 1, §§ (t), (u) and (v), said Rules and Regulations (including Departmental Standard Operating Procedures) shall be formulated, established, amended, revised and implemented in the sole and exclusive discretion of the Town.

2. It is agreed and understood that one (1) copy of any Rules and Regulations which are new and/or which replace, update, and/or supersede the Town's or Department's present Rules and Regulations will be posted in the police station upon adoption or as soon thereafter as practicable. Rules and Regulations shall become effective when they receive the final approval of the appropriate authority. The Town will furnish one (1) copy of its Rules and Regulations to the FOP.

3. The Town shall give a copy of any newly proposed rule or regulation, as well as any proposed amendment or revision to a rule or regulation, to the FOP. The FOP shall submit any comments it may have concerning said proposal, in writing, within five (5) calendar days. Any such written comments submitted by the FOP shall be considered. However, as provided in Article 4 and paragraph 1, above, the Rules and Regulations will be formulated, amended, revised and implemented in the sole discretion of the Town. In the case of an emergency, the Town may implement a rule or regulation without advance notice. In that event, a copy of the rule or regulation will be provided immediately to the FOP and each bargaining unit member.

## ARTICLE 8 • UNION BUSINESS

1. The bargaining committee for the FOP shall consist of not more than two (2) representatives. The FOP will furnish the Town with a written list of its bargaining committee, prior to the first bargaining meeting, and any substitution or changes thereto. Time spent in negotiations will not constitute time worked for overtime computation purposes.

2. The names and shift assignments of all FOP representatives and agents shall be given in writing to the Town Manager's office as well as any change in such list prior to the effective date of their assuming duties of office. Such notification shall be made by an officer of the Union.

3. Copies of special orders, general orders or training bulletins affecting members shall be made available to the Town's FOP representatives, upon request.

4. Solicitation of any and all kinds by the FOP, including solicitation of membership and the collection of Union monies, shall not be engaged in during working hours.

5. The Town will permit members who are also elected or appointed FOP representatives to attend negotiations and/or process grievances for up to a total of sixteen (16) hours each fiscal year without loss of pay. Time off will only be granted in instances where no overtime will result. Time spent in excess of this sixteen (16) hours will be without pay.

## ARTICLE 9 • CHECK OFF

1. Any member of the FOP who has submitted a properly executed dues deduction card or statement to the Town Manager in accordance with the below-prescribed format may, by request in writing, have his membership dues and uniform assessments in the FOP deducted from his wages. Dues shall be deducted weekly and shall be transmitted to the FOP within thirty (30) days. If an employee does not have a check due him, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that week. The Town shall have neither responsibility nor liability for any monies once sent to the FOP, nor shall the Town have any responsibility or liability for the improper deduction of dues. Further, the FOP shall hold the Town harmless for any and all errors in the administration of the dues deduction system.

2. It shall be the responsibility of the FOP to notify the Town Manager of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Town be required to deduct FOP fines, penalties, or special assessments from the wages of any member.

3. Any member of the FOP may, on thirty (30) days' notice to the Town and the FOP, request that the Town cease deducting from his wages.

4. The FOP will pay the Town for the actual cost of implementing the dues check off as well as for any costs incurred in changing the amount of dues.

5. A request for dues deduction as well as a request to cease dues deductions must be submitted to the Town on a form mutually agreed upon by the Town and the FOP.

## ARTICLE 10 • BULLETIN BOARDS

1. The Town shall provide one (1) glass enclosed bulletin board for the use of the FOP for official business only. The Union agrees that it will limit its use of the bulletin board to the posting of the following items:

- Notices of FOP meetings,
- FOP elections,
- Reports of FOP Committees,
- Ruling and policies of FOP,
- Recreational and social affairs of the FOP, and
- Notice by public bodies.

Any notice or item placed on the bulletin board shall bear on its face the legible signature of the person responsible for generating the item or notice to be posted on the bulletin board. A copy of each notice to be posted shall be sent to the Police Chief or his designee.

2. Only the FOP duly elected Local President will have a key for this glass enclosed bulleting board.

3. The Police Chief or his designee shall have the right to request the removal of any postings from the glass enclosed bulleting board that does not strictly comply with the provisions of this Article.

4. *The failure of the FOP to immediately remove a non-complying posting from the glass enclosed bulleting board as requested by the Police Chief or his designee will result in the dully elected president and /or the individual signing the posting to be charged with insubordination and disciplined accordingly.*



## ARTICLE 11 • HOURS OF WORK AND OVERTIME

1. A work day is defined as a scheduled number of hours within a twenty-four (24) hour period beginning at midnight and continuing through 11:59 p.m. A work week is defined as a scheduled number of work days within a seven (7) day period beginning at 12:01 a.m. on Saturday and continuing through midnight on Friday.

2. The work week of employees covered by this Agreement consists of forty (40) hours within the seven (7) day work week, with at least two (2) consecutive days off duty. However, it is agreed that the Police Chief may, in his sole and exclusive discretion, change the existing work day and/or work week. In that event, he will establish the working hours which he, in his sole and exclusive discretion, determines are best suited to meet the needs of the Department. Whenever a change in the work schedule is made, every effort will be made to provide two (2) consecutive days off work within the work week.

3. Effective October 1, 2006, the first shift (midnight shift) will change the hours of work to four (4) ten (10) hour shifts with three (3) days off in a work week with at least two (2) consecutive days off of said three (3) days off in a work week.

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

5. Except where an emergency exists, manpower is insufficient, for required training or if a special assignment is required by the Town, all such determinations being made in the sole and exclusive discretion of the Police Chief, bargaining unit employees will be given two (2) weeks notice, in writing, of any change in their regular hours of work.

6. Hours worked in excess of forty (40) in a work week will be compensated at the rate of time and one-half the employee's regular rate of pay; or, at the option of the employee, and with the approval of the Chief of Police or his designee, hours worked in excess of the regular forty (40) hour work week shall be compensated by the employee receiving compensatory time at the rate of one and one-half for each hour worked in excess of the regular forty (40) hour work week. For the purposes of determining hours worked, all authorized paid leave — with the exception of sick leave — will count as hours worked for overtime computation purposes. Recognizing that the Police Department has an obligation to provide sufficient manpower, accrued compensatory time may only be utilized at a time (or times) approved by the Police Chief, in his discretion. Employees covered by this Agreement will be allowed to accumulate compensatory leave throughout the year, up to a maximum cap of one hundred twenty (120) hours. The Police Chief may require that employees receive compensatory time in lieu of overtime payment in the event the Departmental overtime budget is exhausted.

7. Employees shall be paid for all hours of compensatory time accrued in excess of forty (40) hours at the end of each fiscal year, except as provided below. Each employee will receive payment for each hour of compensatory time in excess of forty (40) hours in the last paycheck received in the month of September each year. Except that an employee who has more than forty (40) hours of compensatory time, may schedule the use of some of that "excess" compensatory time between September 30 and December 31 (in lieu of being paid for that excess compensatory time in the last paycheck in September), provided that the employee has submitted a written request to schedule that use of compensatory time off and that such written request has been approved in writing before July 1st of each year.

8. When it is necessary for the Town to require employees to return to work, not on or contiguous to their assigned shift, the Town agrees to compensate the employee for a minimum of three (3) hours at the rate of one and one-half (1-1/2) times the regular rate of pay.

9. When there is a time adjustment and the "clock falls back," and where an employee works a nine (9) hour shift, the employee will receive overtime for the 9th hour worked (provided she/he works the week in full). When the "clock springs forward", and an employee works seven (7) hours on the shift, the employee will be permitted to utilize compensatory time in order to be paid for the 8th hour.

10. On November 1<sup>st</sup> and May 1<sup>st</sup> of each year, the Town will provide a bid posting sheet for employees to place their bids on shift(s) and days off by seniority to be effective January 1<sup>st</sup> and July 1<sup>st</sup> of each year. On June 1<sup>st</sup> and December 1<sup>st</sup> of each year the assignments will be posted.

## ARTICLE 12 • WAGES

1. Effective October 1, 2004, October 1, 2005 and October 1, 2006, police officer and police sergeant salaries will be increased in accordance with the Salary Schedule attached to this Agreement as Addendum A.

2. Each employee shall, on the anniversary date of his/her rank, provided his/her performance has not been unsatisfactory, progress to the next higher step in the pay plan. If the Police Chief, after reviewing the employee's evaluation, determines that an employee's performance is below satisfactory, the employee will be reevaluated again in ninety (90) days. If the Police Chief, after reviewing the new evaluation, determines that the employee's performance is satisfactory or better, the employee will receive a prospective merit raise.\* If the Police Chief determines that the employee's performance remains unsatisfactory, that decision may be appealed to the Town Manager, but not through the contractual grievance procedure. The Town Manager has the authority to modify an evaluation rating.

3. Longevity pay will be based on the following schedule:

- An employee who, on December 1st, has completed four (4) full years of service will receive \$300.00.
- An employee who, on December 1st, has completed five (5) full years of service will receive \$300.00.
- An employee who, on December 1st, has completed six (6) full years of service will receive \$300.00.
- An employee who, on December 1st, has completed seven (7) full years of service will receive \$400.00.

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\* A deferral will not affect an employee's anniversary date.

- An employee who, on December 1st, has completed eight (8) full years of service will receive \$400.00.
- An employee who, on December 1st, has completed nine (9) full years of service will receive \$400.00.

An employee who, on December 1st, has completed ten (10) full years of service will receive \$500.00. On each subsequent December 1st the employee will receive \$500.00.

4. Effective October 1, 2006, the longevity payments in section 3 above shall be replaced as follows.

<u>Completed Years of Service (YOS)</u> on December 1st	<u>Longevity Payment</u>
7 to 9 YOS	\$1,000.00
10 to 14 YOS	\$2,500.00
15+ YOS	\$5,000.00

- Employees who are employed at the time this Agreement has been ratified by both parties will continue to receive a longevity payment of \$300.00 after completion of four (4) to six (6) years of service for the life of this Agreement. For all new hires, this longevity payment will cease to exist effective October 1, 2006.

These amounts will be paid in the 2nd pay date which is fully in the month of December.

There will be no pro rata payments of longevity pay.

Longevity payments will not be cumulative.

5. Only employees who are actually employed on the date of ratification by both parties are eligible for any retroactive pay increases.

6. Effective October 1, 2006, a police officer assigned to work as a Detective shall receive one hundred dollars (\$100.00) per month for each month he/she is assigned as a Detective.

7. Effective October 1, 2006, a police officer assigned to the Marine Patrol Function shall receive an additional three percent (3%) specialty pay for actual hours assigned to that duty. A police officer assigned as back up for this duty will receive fifty dollars (\$50.00) per month for each month assigned as back up.

8. In order to attract quality employees when a vacancy occurs, the Chief of Police may recommend to the Town Manager and Town Mayor, who has the ultimate authority over hiring, to hire an experienced certified law enforcement officer at a higher rate of pay than Step 1 as shown in the salary schedule (Addendum A).

9. Effective October 1, 2006, the Town will provide Educational Incentive Pay, under the terms set forth in this paragraph to non-probationary employees who qualify for the Incentive Pay. The decision as to whether an employee qualifies for the Educational Incentive Pay is subject to the approval of the Town Manager. To qualify for this Incentive Pay, the employee's academic degree must be from a fully accredited College or University and it must be in a discipline relevant to police work as defined by the State in the guidelines covering State educational incentives to police officers. An employee seeking Incentive Pay must submit a request to the Town Manager via the Chief of Police, with an original certified transcript which evidences the academic degree. The Educational Incentive Pay shall be as follows: seven-hundred and fifty dollars (\$750.00) per year for a qualifying Associates degree (or 60 qualifying college credits); one thousand two-hundred and fifty (\$1,250.00) per year for a qualifying Bachelors degree (or 120 qualifying college credits); or one thousand five-hundred (\$1,500.00)

per year for a qualifying Master's degree or above. The Educational Incentive Pay shall be paid for only one degree and it shall be based upon the highest qualifying degree held (as determined by the Town Manager), and is not cumulative. The Educational Incentive Pay shall be applied to the base salary of the employee and paid incrementally through regular payroll beginning on the date that the Town Manager approves a degree as qualifying. The Educational Incentive Pay will never be paid retroactively prior to the initial date that the Town Manager has determined an employee's eligibility for the Incentive Pay for any degree.

## ARTICLE 13 • SENIORITY

1. The Town agrees that seniority shall consist of continuous, accumulated, paid full-time service with the Town's Police Department. Seniority shall be computed from the date of appointment to a full-time permanent position and shall accumulate during the course of employment which is uninterrupted. Time lost for unpaid authorized leave of absence, suspension or separation due to lay-off shall not be included in the determination of continuous service. Authorized paid leave of absence (including workers' compensation leave) shall be included as part of continuous service. Seniority will be used for the following purposes:

a. Vacations for each calendar year shall be scheduled by employees on the basis of seniority in rank. However, the Town shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in any given vacation period, such determination being made by the Police Chief in his sole and exclusive discretion. Nothing contained herein shall be interpreted as restricting the Town's right to cancel or postpone any or all vacations during any given period in the event of disaster or emergency;

b. Non-probationary employees may request assignment to vacant shift positions. Provided that manpower/operational needs are met, in the Police Chief's discretion, seniority will be given preference in shift selection, and days off. This section will not preclude the establishment of a standard rotation system by the Department.

Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the sole discretion of the Police Chief, such employees



are physically and mentally capable of performing the work available at the time of recall. No laid off employees shall retain recall rights beyond twelve (12) months from the layoff.

c. In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification. If more than one (1) classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification. Upon reverting to a lower classification, an employee's seniority shall be determined by the date of his permanent appointment to that classification.

## ARTICLE 14 • TRAINING

1. The Chief of Police may schedule employees covered by this Agreement for job-related training either during or outside their normal working hours in order to enhance the competency of the Town's Police Department and of its members. In this regard, the Police Chief, in his sole and exclusive discretion, may adjust the hours of work of any employee in order to have them engage in training while on duty. Where employees are required to train while off-duty, they will be paid at their regular straight time rate of pay for all hours actually spent in said required training, and said required off-duty training will count as hours worked insofar as overtime is concerned pursuant to Article 11 of the Agreement. This section pertains to training which employees are required to attend by direct order and/or for training received in order to maintain compliance.

2. Employees will not be compensated for voluntary training and said voluntary training will not count as hours worked for overtime computation training. If the Town advises an employee of available training and offers to pay all or part of tuition, but does not require an employee's attendance, such attendance will still be deemed voluntary.

3. Bargaining unit members are currently required by the F.D.L.E. to attend a 40-hour mandatory retraining course at an approved, State authorized facility every four (4) years. The Town will make a good faith effort to provide this training on Town time.

4. The Police Chief will make a good faith effort to permit employees to attend voluntary, job-related training over and above the 40-hour mandatory minimum subject to minimum manpower requirements.

## ARTICLE 15 • UNIFORMS AND EQUIPMENT

1. All certified members of the bargaining unit will receive the following items upon employment.

Four (4) Short sleeve uniform shirts;

Four (4) summer uniform shirts;

Five (5) Pairs of trousers;

One-time issue jacket;

One (1) Set of raingear and one (1) pair of boots;

One (1) Bullet proof vest (upon request, or be reimbursed for a pre-approved purchase by the officer, not to exceed \$450);

One (1) Impact weapon for properly trained officers;

One (1) Name Tag;

One (1) Badge; and

One (1) shoulder Microphone.

[Hand held radios will be issued in the event that the Town utilizes 800 mh radios].

2. All employees must provide and maintain the following items in accordance with Departmental directives, whether verbal or written.

Handcuffs and case;

Cartridge cases;

Uniform shoes;

Weapon; and

Carrying case

3. Any part of an employee's uniform and other equipment issued by the Town will be replaced or repaired by the Town when such uniform or equipment is damaged (i.e., excluding normal wear and tear) in the line of duty. The decision of whether to replace or repair

an item, as well as the decision as to whether an item was damaged in the line of duty, will be made by the Police Chief in his sole and exclusive discretion. An employee may have the Police Chief's determination reviewed by the Town Manager. As for "personal items," the Town will replace or repair personal items when damaged or destroyed due to assault to physical violence or accident. Repair or replacement will be limited to a maximum of \$200.00 per incident, excluding the cost of repairing or replacing prescription eye glasses.

4. The parties recognize and agree that it is in the best interest of all bargaining unit personnel to wear a bullet proof vest at all times while on duty. Therefore, all bargaining unit personnel are encouraged to wear bullet proof vests. In the event that a bargaining unit member requests and is provided with (or paid reimbursement for) a bullet proof vest, the type of bullet proof vest as well as a replacement bullet proof vest will be governed by "industry standards."

5. Leather goods and accessories will be provided by the individual officer in accordance with departmental rules and regulations.

6. In the event that required leather goods or firearms are damaged or destroyed by an employee in the line of duty, the Town agrees to repair or replace said items, subject to the following conditions:

a. The decision of whether to repair or replace the leather goods or firearm, as well as the determination as to whether said item was damaged in the line of duty will be made by the Police Chief in his sole and exclusive discretion. An employee may have the Police Chief's determination reviewed by the Town Manager; and

b. The cost of the Town for repairing and/or replacing said items shall be limited to the current market value of the item at the time it was damaged or destroyed (as determined by the Police Chief in his sole and exclusive discretion).

7. Effective October 1, 2006, the Town will pay to employees covered by this Agreement a uniform cleaning allowance of one hundred fifty dollars (\$150.00) per quarter. However, employees must actually work more than one-half (1/2) of their assigned work days each quarter in order to be eligible to receive the cleaning allowance. Unkept uniformed employees may be progressively disciplined by the Town as deemed necessary.

8. Effective October 1, 2006, the Town agrees to pay a yearly shoe allowance of one hundred twenty five (\$125.00) to all bargaining unit members.

9. The Global Positioning system found in each police patrol vehicle is not to be used to question police officers about routine police work unless a valid complaint is lodged against the employee.

10. The Town shall tint the windows of all police vehicles at a tint level selected by the Town Police Administration in order to protect employees from excessive sun exposure.

## ARTICLE 16 • VACATIONS

1. Employees covered by this Agreement shall receive paid vacations as follows:

- a. After one (1) year's employment -- ten (10) days;
- b. After five (5) years' employment -- fifteen (15) days;
- c. After ten (10) years' employment -- twenty (20) days. Vacation leave will be earned monthly on a pro rata basis.

2. Employees shall earn vacation credit from their first day of employment, but employees may only take vacation time upon completion of one (1) full year of continuous service. Subject to paragraph 5, below, upon termination in good standing, retirement or death, an employee or his/her heirs will be entitled to a lump sum payment for all vacation time that has been earned, but not paid.

3. Employees may be permitted to divide their vacation time into two (2) or more periods in the sole and exclusive discretion of the Police Chief or his designee.

4. Regular days off will not be charged against employees on vacation time.

5. Employees shall be permitted to accumulate up to twenty (20) vacation days. Vacation days in excess of twenty (20) will be forfeited if not taken within the year in which they were accrued, unless additional carry-over time is authorized in advance by the Police Chief. No employee will be penalized if he/she could not have taken vacation days due to manpower shortage, emergency conditions, etc. Except for an employee's first year of employment, each employee covered by this Agreement will be required to take at least five (5) consecutive days annual leave each year.

## ARTICLE 17 • HOLIDAYS

1. The Town recognizes the following designated holidays for bargaining unit employees:

New Years Day  
Martin Luther King, Jr.'s Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Bargaining Unit employees will also receive a Floating Holiday as specified in Section 6, below.

2. Effective January 1, 2007, Columbus Day and Presidents' Day will be removed from the list of holidays above and will be substituted with two (2) Floating Holidays that must be taken during the calendar year (may be rolled over to the following year with approval of the Chief of Police). If the Floating Holidays are denied because of insufficient manpower and/or operational needs, they may be rolled over to the following year.

3. Subject to Section 4, below, all bargaining unit employees will receive eight hours' pay for each of the above-designated holidays whether or not they actually work on the holiday. Employees who work on one of the above-designated holidays will also receive compensation at their regular straight time rate of pay for all hours actually worked on the holiday.

4. An employee will not receive holiday pay if: (1) the employee fails to work the scheduled work day immediately prior to and subsequent to the holiday; (2) the employee is on leave of absence; or (3) having been scheduled to work a holiday, the employee fails to report for work.

5. All bargaining unit members shall be afforded the opportunity to elect to receive either pay or compensatory time for all holidays. All compensatory time shall be governed by Article 11, Section 5. The election must be made, in writing, at least one pay period in advance of the holiday or the employee will be paid for the holiday.

6. Bargaining unit employees will be entitled to utilize one (1) Floating Holiday each fiscal year. The employee will select their Floating Holiday, which will be granted subject to sufficient manpower being available. The Floating Holiday must be utilized within the fiscal year or it will be forfeited. This Floating Holiday is an addition to the two Floating Holidays that employees may take during the calendar year, effective January 1, 2007, as stated in Section 2 above.

7. Bargaining unit employees who have completed five (5) years of service will be entitled to use one (1) additional Floating Holiday per year. The employee will select their Floating Holiday, which will be granted subject to sufficient manpower being available. This additional Floating Holiday must be utilized within the fiscal year or it will be forfeited.



## ARTICLE 18 • SICK LEAVE

1. Employees shall accumulate sick leave at the rate of eight (8) hours of sick leave for each month of paid, full-time service to the Town. Probationary employees may accrue sick leave, but are not entitled to use it until after six (6) months of employment.

2. Except as provided in Section 3, below, sick leave is to be utilized solely for an employee's own illness(es). However, employees may be entitled to utilize sick leave for medical, dental or vision care appointments, provided they obtain the prior written approval of the Police Chief or his designee.

3. Employees may utilize up to two (2) days of sick leave each fiscal year in order to care for the employee's spouse or children who are ill.

4. Employees who leave the Town in good standing (i.e., who retire or who resign) shall be entitled to payment of up to 750 hours their accumulated sick leave hours, to be computed at their rate of pay as of their last day worked, in accordance with the following schedule:

- a. Less than ten (10) years service -- fifty percent (50%);
- b. More than ten (10) years service -- seventy-five percent (75%).

The 750 hour cap is the maximum amount of hours that the Town will be required to pay out, based upon the above-noted schedule, to an employee who leaves employment in good standing, but that cap is not a limit on the amount of sick leave hours that an employee may accumulate for use. For the purposes of this Article, an employee will not be deemed to have "left the Town in good standing" if he or she is discharged for cause.

5. Notwithstanding any other provisions of this Article, the parties recognize and agree that sick leave is a privilege --- not a benefit --- and that, from time to time, employees

abuse this privilege. As a general rule, it is agreed that employees will not be required to provide a doctor's note for illnesses of three (3) days or less. If an officer is absent due to illness for more than three (3) days, the Town may require the officer to provide a doctor's note that certifies the officer is fit and authorized to return to duty. However, the parties further recognize and agree that the Police Chief and/or Town Manager may take any steps that they, in their sole and exclusive discretion, deem appropriate to strictly administer and enforce the sick leave policy contained herein in such a manner as to eliminate abuse of this sick leave privilege.

6. Any employee who has an accrued balance of 300 hours or more of sick leave on September 1<sup>st</sup> of each year, may submit a request to cash-in not less than 10 hours, nor more than 80 hours, of such accrued sick leave at 100% of the employee's current rate of pay. The request shall be submitted to the Chief of Police on or before September 5<sup>th</sup> of each year and, after verification of eligibility, payment for such sick leave will be tendered to the employee in the last paycheck of September of that year.

## ARTICLE 19 • ON-THE-JOB INJURY

1. When an employee covered by this Agreement is compelled to be absent from duty because of an injury or illness determined to be compensable under the provision of the Workers' Compensation Act, the employee shall be entitled to receive a supplement from the Town which, when combined with the officer's Workers' Compensation benefits, equals the officer's full net pay. The employee will be eligible to receive the supplemental payment from the Town until:

- a. the employee is determined to be permanently unable to return to his or her regular employment with the Town; or
- b. the employee returns to light duty work, as provided below, or
- c. the employee is awarded a disability pension from the Town; or
- d. Six (6) months have passed since the employee began receiving the above benefit.

2. In the event that the employee is unable to return to work after six (6) months, the Town Manager may, in her sole and exclusive discretion, extend the employee's ability to receive supplemental pay for up to an additional six (6) calendar months. To be eligible for any extensions, the employment must, if directed by the Town Manager, submit to a physical and/or psychological examination to return to duty. The Town Manager may, in his/her sole and exclusive discretion, at any time during the extension, terminate such extension if he/she determines that the extension is no longer in the best interest of the Town. In that event, or if no extension is granted in the first place, the employee, at the sole and exclusive discretion of the Town Manager, may either be placed on leave status (and be allowed to exhaust all accrued leave) or separated from employment.

3. When so directed by the Town, any employee out of work due to an on-the-job injury or illness shall present himself/herself for a medical (physical and/or psychological) examination. The Town will bear the full expense of that examination. The failure of such employee to present himself/herself for an examination as directed will operate to automatically terminate any payments under this Article. It may further result in disciplinary action up to and including termination.

4. As a condition of receiving the supplemental benefits provided for herein, the Town may require (but is under no obligation to provide) the employee to perform light duty work as deemed appropriate by the Town Manager.

## ARTICLE 20 • FUNERAL LEAVE

1. Upon approval of the Chief of Police, employees covered by this Agreement may be granted time off with pay at their straight time rate in order to attend a funeral in the event of a death in the employee's immediate family. Except as provided below, said paid time off will not exceed three (3) consecutive working days in the event of a death which occurs within the State of Florida and said paid time off will not exceed five (5) consecutive working days in the event of a death which occurs outside the State of Florida.

2. The employee's immediate family shall be defined as the spouse of the employee; natural, foster or step-parents of the employee; children or step-children of the employee; mother-in-law or father-in-law of the employee; brother-in-law or sister-in-law of the employee; son-in-law or daughter-in-law of the employee; natural, half or step-brothers or sisters of the employee; grandparents of the employee or any relative of the employee residing in the employee's household.

3. Should an employee require additional time other than provided in paragraph 1, above, he may request the additional time from the Chief of Police. The Police Chief may approve such additional leave in his sole and exclusive discretion. Also, the Police Chief may, in his sole discretion, grant additional leave and require that it be charged to the requesting employee's accrued leave time.

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

5. It is mutually agreed that such bereavement leave must be taken within seven (7) days from the date of death.

## ARTICLE 21 • MILITARY LEAVE

1. Employees covered by this Agreement who are members of the Florida National Guard, the Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be entitled to take a leave of absence from their respective duties without loss of pay for such time as they are in military service or field training for a period not to exceed seventeen (17) consecutive days in any one calendar year those periods of time required by state or federal law. Said employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

## ARTICLE 22 • COURT TIME

1. When an employee covered by this Agreement is required to appear in court (including court-related activity such as depositions, filing of cases, conferences with judges or prosecutors) outside his regularly scheduled hours of work, concerning a matter arising out of the performance of his official police duties, the Town shall pay said employee for the time actually spent in court and in said court-related activity (excluding travel time). Employees will be guaranteed a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times their regular straight time rate of pay for off-duty court appearances. Payment for court time will be made only upon the employee presenting the Police Chief or his designee with the subpoena requiring the employee to appear in court. Any witness fee or other fee tendered to the employee regarding his/her court appearance must be returned to the Town. No "extra" payment will be made to employees for court appearances within their regularly scheduled hours of work.

## ARTICLE 23 • HEALTH INSURANCE

1. The Town agrees to provide health insurance for its regular full-time employees. The premium paid by the Town shall be 100% of the full single coverage premium for the employee, including any increases in said premium during the term of this Agreement. The Town will offer dependent health insurance coverage to its regular full-time employees. The Town will pay 50% of the premium for dependent coverage for those employees who elect said coverage.

2. Effective October 1, 2006, all covered employees will contribute twenty five dollars (\$25.00) per biweekly pay period towards the cost of their health insurance premium regardless of the type of coverage plan the employee selects for enrollment.

3. Effective on the first open enrollment period after the ratification of this Agreement, employees will have the opportunity to opt-out of the Town's health insurance plan with proof of medical coverage with another insurance provider. Employees selecting to opt-out of the Town's health insurance plan program will be reimbursed monthly one-half ( $\frac{1}{2}$ ) of the Town's cost of individual HMO coverage. The employee may elect to opt in the program after having opted out at the next enrollment period.

4. The health insurance company shall be selected by the Town in its sole discretion, and the Town may change insurance companies at its discretion. In the event the Town changes insurance companies, the Town will attempt to provide sixty (60) days notice prior to any change in health insurance companies.

5. In the event the Town decides to change insurance companies, the Town will request the new company to cover all employee pre-existing conditions. The Town will also



request that insurance coverage under the Town's policy be made available to retirees (at their expense).

## ARTICLE 24 • PROMOTIONS

1. The Employee Organization recognizes that, pursuant to Article 4, paragraphs 1, § (d), the Town has and retains the sole and exclusive right to promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit. An employee will be promoted upon the recommendation of the Police Chief and with the approval of the Town Manager.

2. When the Town is actively seeking to fill a budgeted promotional vacancy in the bargaining unit, the Town shall make an effort to permanently fill such vacancy within ninety (90) days.

3. Promotions to the rank of sergeant shall be conducted by a fully certified Assessment Center selected by the Town Police Administration. Only certified law enforcement officers with at least two (2) years of service with the Town's Police Department will be eligible for said promotion.

4. The promotional process to the rank of sergeant will consist of the following:

- a. A written examination consisting of one hundred (100) questions. The written examination will count as thirty seven percent (37%) of the total score and the minimum passing score will be seventy percent (70%);
- b. An Assessment Center Analysis, which will count as fifty eight percent (58%) of the total score and include the following.
  - i. In-basket exercises (30-50 items); and
  - ii. Four (4) scenario situations for candidate response; and
- c. Department seniority of police officer will count as five percent (5%) of the total score.

5. In order to fill said vacancy, 120 days prior to the sergeant's promotional examinations, the Town shall submit a proposed list of books and/or reference material, from which the examination may be drawn, to the Association. The Association may respond no later than fifteen (15) calendar days after receipt of the list, in order for the Association to provide input as to the availability of the materials on the reading list. The Assessment Center shall retain final determination of the reading list. Failure of the Association to respond will constitute an agreement to the proposed list.

Not later than ninety (90) days prior to a test being given, a notice will be posted on the bulletin board at the Town of Golden Beach Police Department. Such notice shall contain, in addition to information concerning the date, time, place and minimum passing grade, a list of books and/or reference material from which the examination may be drawn.

6. A list of eligible candidates shall be compiled in the order of their final cumulative score. All employees shall be notified of their scores. The list shall remain valid for two (2) years from the date posted or when there is only one (1) person left on the list, whichever occurs first.

7. The Town Manager (with a recommendation from the Police Chief and subject to final approval of the Mayor) will promote from the top three (3) persons on the promotional list the person he/she, in his/her sole and exclusive discretion, determines is best suited for the job. An employee passed over pursuant to this section shall be entitled upon request to a reason for such a decision.

8. Officers promoted to Sergeant's rank will receive appropriate training during the probationary period as scheduled where practicable, during normal duty hours.

9. An employee who is promoted shall immediately receive applicable compensation for the appropriate rank.

10. Current corporal(s) will not be required to take the promotional examination and will be promoted to sergeant upon the ratification of the Agreement by the parties.

## ARTICLE 25 • PROBATION

1. The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his/her position, and for "separating" employees whose performance does not meet the required standards.

2. The standard probationary period for all new employees will be twelve (12) months of continuous employment from the date the employee begins working as a paid, full-time, sworn and certified employee. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. In the event the employee does not successfully complete the probationary period, the employee will be separated from employment, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein. It is expressly agreed that the Police Chief must approve or reject an employee's attaining regular status within fifteen (15) days after the expiration of the above-referenced probationary period.

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

4. In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of nine (9) months (of continuous employment) from the date of promotion. At any time prior to the expiration of this probationary period, a promoted employee may voluntarily revert to the classification he held

prior to promotion. The Chief of Police has the right to pass or fail a promotional employee at any time during this nine (9) month probationary period. In the event the employee is not retained in the promoted position, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final and the employee shall have no right of appeal to any authority including the grievance/arbitration procedure contained in the agreement. It is expressly agreed that the Police Chief must approve or reject an employee's attaining regular status within fifteen (15) days after the expiration of the above-referenced probationary period.

## ARTICLE 26 • PREVAILING RIGHTS

1. It is agreed that, during the term of this Agreement, the Town will continue its current practice with respect to the following past practices:

- a. The Town will continue to provide a coffee pot at the Police Substation .
- b. The Town will provide a comfortable desk chair in the Police Substation ;
- c. The Town will continue to permit bargaining unit employees to utilize existing shower facilities and the upstairs at Town Hall;
- d. The Town will continue to permit unit employees to eat their lunch in the Police Substation on those occasions when they do not take a meal break outside of the Town. However, the officer on duty at the Police Substation is not to eat his lunch in the Police Substation while on duty;
- e. The Town will continue to provide a refrigerator and microwave oven at the Police Substation ; and the Town will continue its practice regarding providing police radios to unit members;
- f. The Town will continue to permit bargaining unit employees to maintain and utilize the am-fm stereo radio currently in the Police Substation .

## **ARTICLE 27 • SEVERABILITY CLAUSE**

Should any provisions of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.



## **ARTICLE 28 • PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS**

1. Except as specifically provided herein, neither party hereto shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been or could have been negotiated by and between the parties prior to the execution of this Agreement.

2. The Town, in its sole discretion, may reopen this Agreement for the sole purpose of negotiating additional provisions, or modification of existing provisions thereto where new federal, state or county legislation, regulations or ordinances have created a hardship upon the Town in implementing any of the terms of this Agreement. In that case, the parties, at the Town's request, shall promptly meet to negotiate such new provisions, or revisions of existing provisions as would alleviate the hardship upon the Town.

3. Except as otherwise provided herein, this Agreement may be reopened only with the mutual written agreement of the parties hereto.

## ARTICLE 29 • EXTRA-DUTY POLICE EMPLOYMENT

1. Any bargaining unit employee (except for officers engaged in their initial field training, or an officer subject to an active I.A. investigation) may work extra-duty police employment during his or her off-duty hours, provided such extra-duty employment does not interfere with the employee's ability to work his or her normal duty schedule. Such employment shall be limited to geographical areas in which the Town maintains a mutual aid agreement with the law enforcement agency which has primary jurisdiction of such area.

2. The Town will furnish, if available, a hand-held radio unit to an employee working approved extra-duty detail.

3. The Town may promulgate department rules regulating off-duty and/or extra duty employment including, but not limited to, types of businesses for which police officers can and cannot work (strip clubs, etc.), the maximum number of hours police officers may work extra duty per day or week, restrictions/limitations on off duty/extra duty for employees who are on probation, etc.

4. The Town shall have the right to charge off-duty employers an additional fee (not to exceed 20% of the amount received by the officer) to defray administrative and/or other costs incurred by the application of this Article.

5. Employment under the provisions of this Article shall not be considered as joint employment. Hours worked as extra duty shall not be considered as hours worked for the Town of Golden Beach.

## ARTICLE 30 • DRUG FREE AND ALCOHOL FREE WORKPLACE POLICY

1. The Town and the FOP recognize that employee substance and alcohol abuse has an adverse impact on Town government, the image of Town employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.

2. Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol or controlled substances in an employee's system at levels which are specified within this Article and/or for which there are state and/or federal standards. "Drugs or controlled substances" as used in this Article shall be defined as illegal substances, controlled substances, substances which may legally be prescribed but which were not prescribed for the particular employee and/or prescribed drugs used by the particular employee in non-conformance with the prescription. Employees are further prohibited from consuming alcohol on duty and/or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

3. The Town has the right to randomly drug/alcohol test any bargaining unit employee. In addition to random testing, the Town shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or controlled substances.

4. Testing for drugs or controlled substances shall be done through a blood, urine, and/or hair follicle analysis at the Town's discretion. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing

of the substance through blood samples provides substantially greater accuracy. Urine samples shall be collected under the supervision of the medical laboratory personnel in the following manner:

- a. Urine sample collection will be unwitnessed unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.
- b. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
- c. Employees may observe the labeling, sealing and packaging for routing of their urine samples by laboratory personnel.
- d. A record of the "chain of custody" or urine specimens shall be maintained.

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

5. Drugs, their metabolites, alcohol and other substances for which the Town will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry ("GC/MS"). Employees shall be required to document their legal drug and/or substance use, as defined above, within twenty-four (24) hours after the specimen is donated. Test results shall be treated with the same confidentiality as other

medical records (except that they may be released to the employee; the FOP [if applicable]; in any proceedings held regarding any disciplinary action on account of a positive drug test result; and to any governmental agency).

The standards to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS

DRUG/METABOLITE TEST	SCREENING	CONFIRMATION
<i>Amphetamines</i>	1000 ng/ml	500 ng/ml
<i>Barbiturates</i>	300 ng/ml	150 ng/ml
<i>Benzodiazepines</i>	300 ng/ml	150 ng/ml
<i>Cocaine</i>	300 ng/ml	150 ng/ml
<i>Marijuana</i>	100 ng/ml	15 ng/ml
<i>Methaqualone</i>	300 ng/ml	300 ng/ml
<i>Opiates</i>	300 ng/ml	300 ng/ml
<i>Phencyclidine</i>	25 ng/ml	25 ng/ml
<i>Phopoxyphene</i>	300 ng/ml	150 ng/ml

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances may be tested for by the Town in its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards.

6. Non-probationary employees have the right to challenge the Town's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

7. The Town, in its discretion, may discipline (up to and including termination) an employee for alcohol use/abuse and/or the Town may choose to rehabilitate the employee. It is

recognized that the Town must maintain its discretion in making any determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for alcohol, or otherwise violates this policy on a case-by-case basis. Prohibited drug use/abuse will be dealt with by immediate termination. If the FOP believes the Town has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the FOP may grieve the Town's decision, based upon that standard. In the event the Town chooses to rehabilitate an employee, the Town may place the employee on administrative leave without pay during the period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. Also, in the event the Town elects to rehabilitate an employee for a violation of this Article, the Town is not obligated to offer rehabilitation to an employee a second time, and future "relapses" may be dealt with by immediate termination.

8. It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the Town may change its testing methods or procedures and the FOP may challenge said change through the grievance procedure if it believes the Town acted arbitrarily and capriciously.

9. An employee who refuses and/or tampers with a drug or alcohol test may be subject to disciplinary action up to and including termination.

## ARTICLE 31 • TAKE HOME VEHICLE POLICY

1. The Town agrees to administratively implement a “pilot” take home police vehicle policy effective October 1, 2006. The Police Sergeant and any Acting Policing Sergeants along with the most senior police officer will receive a take home police vehicle which shall be utilized only as assigned police vehicles to conduct official police business within the Town and to be utilized as personal transportation to and from work. It is understood by all Golden Beach police personnel that this “pilot” program is provided as a privilege and not a right. Personnel acknowledge that vehicles and equipment utilized in this program are the property of the Town, which retains sole right to absolute control of all vehicles. It is expressly understood and agreed that said vehicle shall be utilized only for the purposes previously specified and that any violation of the particular officer’s privilege to utilize a vehicle for such transportation may immediately result in the suspension or termination of offending officer’s privilege to utilize a vehicle for such usage as described herein. It is further understood and agreed upon by the parties that the Town may evaluate the “take home” policy and may per its sole discretion terminate said policy if it deems necessary to do so. It is also understood and agreed by the parties that any decision by the Town to extend or terminate the aforesaid policy shall not be subject to the grievance/arbitration procedure contained in the governing Agreement. Guidelines regarding the take home police vehicle policy will be issued by the Town Mayor and reviewed with an FOP representative thirty (30) days prior to actual implementation of the “pilot program. This take home police vehicle program may be a subject for negotiations during successor collective bargaining session in 2007.

2. Employees who receive take home vehicles will be deducted the following based on the miles traveled between home and work:

<b>Distance (Miles)</b>	<b>Bi-Weekly Payroll Deduction</b>
Zero – 5	\$10.00
5.1 – 10	\$20.00
10.1 – 15	\$30.00
15.1 – 20	\$40.00
20.1 – 25	\$50.00
25.1 – 30	\$60.00
30.1 – 35	\$70.00
35.1 – 40	\$80.00
Every 5 miles over 40 miles is an additional \$10.00 with a cap of \$150.00 for anything over 70 miles.	



## ARTICLE 32 • PENSION

1. The Town agrees to take the appropriate steps to implement the following changes referenced below to its Retirement Plan applicable only to certified law enforcement members of the plan covered by this Agreement.

a. Effective October 1, 2006, employees will agree to contribute six percent (6%) of their annual salary/compensation.

b. The pension multiplier for creditable service rendered on or after October 1, 2006, shall be equal to three percent (3%) of the monthly average final compensation multiplied by the number of years of creditable service rendered on or after October 1, 2006.

c. Effective October 1, 2006, the Town agrees to implement a three (3) year Deferred Retirement Option Plan ("DROP") for eligible employees (See Addendum B).

d. Effective October 1, 2006, an employee shall be eligible for normal retirement upon the completion of twenty (20) years of creditable service and attainment of age fifty-two (52).

e. Members shall receive seventy percent (70%) of his/her monthly earnings for an on-the-job/service disability effective on the date the disability occurred. Such benefit will not be less than the accrued benefit.

f. Effective, October 1, 2006, members have the option to purchase up to a total of five (5) years of credited service for prior service as a police officer with any duly constituted police department, other eligible sworn law enforcement service, and/or for military service with the Armed Forces of the United States. For the purposes of time being purchased, the full actuarial cost of this buyback must be paid solely by the employee. The Pension Board is authorized to adopt any additional rules necessary for proper administration of this benefit.

**ARTICLE 33 • COPIES OF AGREEMENT**

The Town will provide a copy of this Agreement to each member of the bargaining unit.

**ARTICLE 34 • TERM OF AGREEMENT**

1. Unless otherwise provided herein, this Agreement shall be effective upon ratification by both the Town and the FOP, and it shall remain in full force and effect until and including September 30, 2007.

2. No employee who has left the Town's employ prior to the ratification of this Agreement will be entitled to any of the benefits contained herein.

3. On or before March 1, 2007, the FOP shall provide the Town with a copy of its contract proposals. Negotiations for a successor contract will commence on or before April 15, 2007.

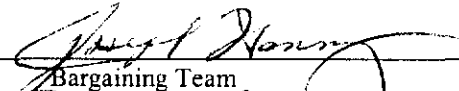
DATED this \_\_\_\_ day of November, 2006.

FRATERNAL ORDER OF POLICE.

By:   
John Puleo  
FOP, Representative

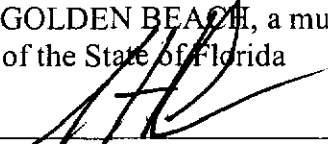
Dated: 11-27-, 2006

WITNESSED:

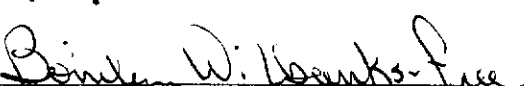
By:   
Bargaining Team

By:   
Bargaining Team

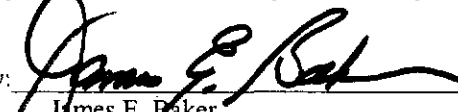
TOWN OF GOLDEN BEACH, a municipal corporation of the State of Florida

By:   
Glenn Singer  
Mayor

Dated: 11/27, 2006

Approved:   
Bonilyn W. Banks-Free  
Town Manager

Approved as to form and legal sufficiency:

By:   
James E. Baker  
Special Labor Counsel

Dated: November 27, 2006

**ADDENDUM A**  
**SALARY & WAGES**

<b>POLICE OFFICERS</b>			
<b>Steps</b>	<b>October 1, 2004</b>	<b>October 1, 2005</b>	<b>October 1, 2006</b>
1	\$42,000	\$42,000	\$42,000
2	44,100	45,423	46,786
3	46,305	47,694	49,125
4	48,620	50,079	51,581
5	51,051	52,583	54,160
6	53,604	55,212	56,868
7	56,284	57,973	59,712

<b>SERGEANTS</b>			
	<b>October 1, 2004</b>	<b>October 1, 2005</b>	<b>October 1, 2006</b>
	60,224	62,031	63,892

## ADDENDUM B

### DEFERRED RETIREMENT OPTION PROGRAM

The Town agrees to establish a Deferred Retirement Option Program ("DROP") for members of the Town's Police Officers Retirement Fund ("Fund") who are sworn law enforcement officers as follows.

A. A sworn law enforcement officer member of the Plan who reaches normal retirement age shall be eligible to participate in the DROP ("Eligible Member"). An Eligible Member may participate in the DROP for a maximum of thirty-six (36) months from the date the member reaches his or her earliest normal retirement date. Anything herein to the contrary notwithstanding, if an Eligible Member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the Eligible Member shall have sixty (60) days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of thirty six (36) months.

B. An Eligible Member may elect to become a participant in the DROP ("Participant") with thirty (30) days advance written notice to the Town during the applicable DROP period; however, in no event shall the DROP period be extended beyond the thirty six (36) months from the date the sworn law enforcement member is first eligible to participate in the DROP. As a condition of participating in the DROP, the Eligible Member must agree to terminate Town employment at the conclusion of the DROP period and must submit a letter of resignation to the Town, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.

C. An Eligible Member may participate in the DROP only once and, after commencement of DROP participation, he or she shall never have the right to be a member of the Fund again.

D. A Participant may elect to terminate DROP participation and Town employment earlier than the maximum DROP participation period by providing thirty (30) days advance written notice to the Town and the Pension Board.

E. Participants will be subject to the same employment standards and policies that are applicable to Town employees who are not DROP participants. Participation in the DROP is not a guarantee of employment with the Town. Participation in the DROP will end if the Town terminates the Participant for any reason.

F. Upon the effective date of the Eligible Member's entry into the DROP, the Participant will be considered retired for purposes of the Fund and membership in the Fund shall be terminated. No further member contributions shall be required after the Participant enters the DROP. Compensation and creditable service shall remain as they existed on the effective date of the Eligible Member's commencement of participation in the DROP. The monthly service retirement allowance that would have been payable had the Eligible Member instead elected to

cease Town employment and receive retirement benefits shall be paid into the Participant's DROP account.

G. During the DROP participation period, the Participant's monthly service retirement allowance will be paid into the Participant's DROP account. After each fiscal quarter, the average daily balance of the Participant's DROP account shall be credited or debited at a rate equal to the actual net investment return realized by the Plan for that quarter. "Net investment return" for purposes of this paragraph is the total return on the assets in which the participant's DROP account is invested by the Pension Board net of brokerage commissions, transaction costs, investment management fees and other investment-related charges.

H. If a Participant does not terminate Town employment at the end of the maximum DROP participation period, no benefit payments will be made either to the Participant's DROP account or to the Participant until the Participant terminates his or her employment with the Town. In addition, for the duration of employment beyond the end of the maximum DROP participation period, the Participant's DROP account shall be debited with any negative net investment returns but shall not be credited with any positive net investment returns.

I. Within thirty (30) days following the Participant's termination of the employment or death, the Participant's entire DROP account balance shall be distributed to the Participant (or in the event of the death, to the Participant's designated beneficiary or estate) in a cash lump sum, unless the Participant elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant. Regardless of the option selected by the Participant, the Pension Board has the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal Revenue Code and the Pension Board shall take no action which would jeopardize the tax qualification of the Plan.

J. DROP payments to a beneficiary shall be in addition to retirement benefits payable under any optional form of retirement benefit elected by the Participant.

K. All benefits payable under the DROP shall be paid only from the assets of the DROP, and neither the Town nor the Pension Board shall have duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by applicable law.

L. The Pension Board is authorized to adopt any additional rules necessary for proper administration of the DROP.