

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2834.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF GOLDEN BEACH AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC. IN EFFECT FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; AUTHORIZING THE TOWN MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") desires to ratify the Collective Bargaining Agreement (the "Agreement") between the Town and the Florida State Lodge, Fraternal Order of Police, Inc. (the "Union") for the bargaining unit to include all full-time police officers and sergeants, in effect from October 1, 2022 through September 30, 2025; and

WHEREAS, the Agreement has been lawfully and properly ratified by the membership of the Union; and

WHEREAS, for the reasons more fully set forth herein, the Council finds and determines it to be in the best interest of the Town to ratify this Agreement.

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

SECTION 1. Adoption of Representations. The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. Ratification and Approval. Ratification of the Agreement between the Town and the Union is hereby authorized and approved.

SECTION 3. Execution. The Town Manager is hereby authorized to execute the Agreement on behalf of the Town.

SECTION 4. Authorization. The Town Manager is authorized to take all actions necessary to implement the Agreement.

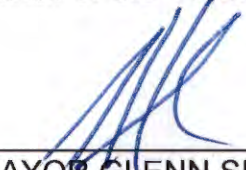
SECTION 5. Effective Date. This Resolution shall become effective October 1, 2022.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Einstein.

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 30th day of August, 2022.

ATTEST:

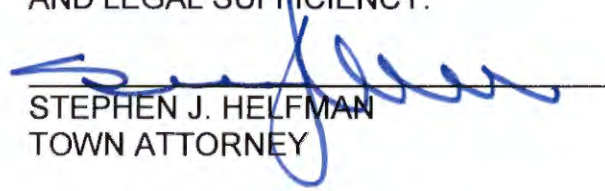


MAYOR GLENN SINGER



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 30, 2022

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

13

Subject: Resolution No. 2834.22– Ratification of the Collective
Bargaining Agreement Between the Town and the Florida
State Lodge, Fraternal Order of Police

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2834.22 as presented.

Background :

This summer, we negotiated the most aggressive, and responsible union contract with our Police Officers- solidifying our position as a Town committed to our Police Officers.

The Town's current contract with the Fraternal Order of Police (FOP) expires on September 30, 2022.

The Agreement, which applies to the Town's police officers and sergeants, is for a 3 year term commencing October 1, 2022 and expiring September 30, 2025. The following key sections of the Agreement have been summarized for the Council's convenience:

- **Wages.**

(a) Step Pay Plan. Bargaining unit employees will continue to be paid pursuant to a 12 step pay plan that provides for an annual pay increase based on movement between the various steps. The following changes will apply:

- Steps 1 through 10 will increase by an average of 34% effective October 1, 2022.
- Step 11 will increase by an average 30% effective October 1, 2022.

- Step 12 will increase by an average 24% effective October 1, 2022.
- The aforementioned increases will result in a new starting salary for police officers of \$58,000 and a maximum salary of \$90,000, and a new starting salary for sergeants of \$70,990.46 and a maximum salary of \$103,000.
- No employee will advance in the step plan in the first year of the contract.
- Step advancement will occur in years 2 and 3 of the contract.
- The increases between the steps will remain at 4%.
- The sergeants' salary pay plan, as compared to the officers' pay plan, will increase from being 12% higher to 13% higher.

(b) Premium Pay. Employees assigned to Marine Patrol will receive an increase in their monthly allowance from \$175 to \$300. Employees trained in the Marine Patrol function will receive \$40 biweekly, provided they perform at least 8 hours a month. A loss of Marine Patrol certification will require employees to repay the allowance. Employees assigned to the K-9 unit will receive an increase in their monthly allowance from \$175 to \$300.

(c) Training Pay. Post Academy Trainers will receive \$100 per training day. Field-Training Officers (FTOs) will receive an increase in FTO Pay from \$8/hour to \$10/hour for each hour worked as an FTO.

(d) Extra Duty Employment. The total fee charged to Town residents for extra duty police employment increase from \$35/hour (plus a \$5 administrative fee) to \$40/hour. For outside vendors and non-Town homeowners, the fee charged will increase from \$50/hour (plus a \$5 administrative fee) to \$60/hour.

- **Pension.**

(a) The beneficiary of a deceased employee not killed in the line of duty will receive an immediate monthly benefit as if the employee qualified for early retirement before dying.

(b) The death benefit is limited to a 10 year maximum.

- **Health Insurance.**

(a) The Town will increase the amount it contributes to the Retirement Health Savings (RHS) program from \$500 annually to the following:

- A maximum of \$800 annually effective October 1, 2022
- A maximum of \$900 annually effective October 1, 2023
- A maximum of \$1,000 annually effective October 1, 2024

(b) Employees must annually contribute eight (8) hours of sick leave.

- **Bullet proof vests.**

- (a) All employees while on-duty are mandated to wear a bullet vest, with the exception those performing the duties of Marine Patrol.
- (b) The Town will purchase (or reimburse) the bulletproof vests/equipment for employees.

- **Leave Benefits.**

- (a) Vacation. Vacation will accrue on an hourly basis instead of days; therefore, employees will accrue 80 hours of vacation after one year of service; 120 hours of vacation after 5 year of service; and 160 hours after 10 years of service.
- (b) Holidays. Juneteenth, Good Friday (half day), Christmas Eve and New Year 's Eve will be added to the 11 employee holidays.
- (c) Leave Conversion. Employees will no longer be permitted to biannually convert unused sick time or comp time to vacation and administrative leave time.
- (d) Funeral Expenses. The obligation to pay the funeral expenses for deceased employees under certain circumstances must be preceded by a request from the surviving family.

And, while most cities hire consultants and private attorneys to negotiate their Labor contracts- I make it a priority to negotiate all of our contracts, saving the Town on consultants and additional private attorney costs.

Fiscal Impact:

In the first year of the contract the recurring cost increases are projected at \$419,336.



AGREEMENT BETWEEN

TOWN OF GOLDEN BEACH, FLORIDA

and

FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC.

OCTOBER 1, 2022

SEPTEMBER 30, 2025



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 • AGREEMENT	4
ARTICLE 2 • RECOGNITION	5
ARTICLE 3 • NON-DISCRIMINATION	6
ARTICLE 4 • MANAGEMENT RIGHTS	7
ARTICLE 5 • WORK STOPPAGES	10
ARTICLE 6 • GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE 7 • DEPARTMENTAL RULES AND REGULATIONS	19
ARTICLE 8 • UNION BUSINESS	20
ARTICLE 9 • CHECKOFF	21
ARTICLE 10 • BULLETIN BOARDS	22
ARTICLE 11 • HOURS OF WORK AND OVERTIME	23
ARTICLE 12 • WAGES	26
ARTICLE 13 • SENIORITY	30
ARTICLE 14 • TRAINING	32
ARTICLE 15 • UNIFORMS AND EQUIPMENT	33
ARTICLE 16 • VACATIONS	36
ARTICLE 17 • HOLIDAYS	37
ARTICLE 18 • SICK LEAVE	39
ARTICLE 19 • ON-THE-JOB INJURY	41
ARTICLE 20 • FUNERAL LEAVE	43
ARTICLE 21 • MILITARY LEAVE	45
ARTICLE 22 • COURT TIME	46
ARTICLE 23 • HEALTH INSURANCE	47

ARTICLE 24 • PROMOTIONS	49
ARTICLE 25 • PROBATION	52
ARTICLE 26 • PREVAILING RIGHTS	54
ARTICLE 27 • SEVERABILITY CLAUSE	55
ARTICLE 28 • PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS	56
ARTICLE 29 • EXTRA-DUTY POLICE EMPLOYMENT	57
ARTICLE 30 • DRUG FREE AND ALCOHOL FREE WORKPLACE POLICY	59
ARTICLE 31 • TAKE HOME VEHICLE POLICY	63
ARTICLE 32 • PENSION	64
ARTICLE 33 • COPIES OF AGREEMENT	66
ARTICLE 34 • TERM OF AGREEMENT	67
ADDENDUM A	68
ADDENDUM B	69

ARTICLE 1 · AGREEMENT

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, INC. hereinafter referred to as the "FOP" or the "Union."

For the purpose of promoting harmonious relations between the Town and the FOP, to establish an orderly and prompt procedure to settle differences which might arise, to ensure continuation of normal activities and Departmental Operations, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and all other conditions of employment.

ARTICLE 2 · RECOGNITION

The Town hereby recognizes the FOP as the sole and exclusive bargaining representative for all employees as certified by the Public Employees Relations Commission, Certification #1528 in the following appropriate unit:

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

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

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

The Town and the FOP agree not to interfere with the rights of employee's covered by this agreement to become members of the FOP, and there shall be no discrimination, interference, restraint, or coercion by the Town of the FOP against any Officer because of FOP membership or non-membership, or because of race, creed, color, sex, sexual orientation, or national origin. Any claim of discrimination against the Town shall not be arbitral under this agreement but shall be subject to the method of review prescribed by law. Further, it is acknowledged and agreed that any residual wording or reference, to only one sex, or gender, shall be construed to mean and include all covered employee's, both male and female.

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;
 1. 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 seven (7) 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 I 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.

10.12 This grievance procedure and the arbitration shall be exclusive to the FOP, therefore, subject to Sections 447.401 Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the FOP.

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

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 purposed 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.

DRAFT

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 I, §§ (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 sent via email and /or Power DMS 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 I, 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 member.

ARTICLE 8 · UNION BUSINESS

1. The bargaining committee for the FOP shall consist of not more than three (3) 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 conduct FOP business for up to a total of forty (40) hours each fiscal year, with prior approval of their supervisor without loss of pay. Time off will only be granted in instances where no overtime will result. Time spent in excess of these forty (40) hours will be without pay. The Town will pay for the expenses for one member to attend the annual FOP conference.
6. The Town agrees to allow the FOP and its representatives, reasonable access to the Town Council Meeting Room (or any rooms suitable to hold a meeting) to conduct FOP business when the room(s) are not in normal use, with the prior approval and scheduling with the Town Clerk.

ARTICLE 9 · CHECKOFF

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 checkoff, 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 bulletin board.
3. The Police Chief or his designee shall have the right to request the removal of any postings from the glass enclosed bulletin 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 bulletin 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. At the Town Manager's and the Police Chief's discretion work shifts may be modified from five eight (8) hour shifts to four ten (10) hour shifts.
3. 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.
4. 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.
5. 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 but only as provided in the FSLA. 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.

6. Employees shall be paid for all hours of compensatory time accrued in excess of fifty-five (55) 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 fifty-five (55) hours in the last paycheck received in the month of September each year. Except that an employee who has more than fifty-five (55) 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 schedule that use of compensatory time off and that such written request has been approved in writing before July 1st of each year.
7. 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.

8. When there is a time adjustment and the "clock falls back," or "springs forward" an employee's time will be adjusted (either overtime or use of compensatory time) as necessary based on the work shift that employee is currently working, whether that be an eight (8) hour shift or a ten (10) hour shift (provided she/he works the week in full).

At the Town Manager's discretion with the Police Chief's recommendation, this section has been ~~will be~~ adjusted to reflect officers working 10 hour shifts, during the pilot period. Per the Town Manager, this will remain a pilot program for this contract year.

9. Shift bid will occur twice per year in the Patrol Division. On November 15th and May 15th the Town will provide a bid posting sheet for Patrol personnel, listing the shifts and days off. The bidding process will occur by seniority within the Patrol Division. On November 30th and on May 30th the Administrative Lieutenant will contact employee's by phone or in person for their bid preference. Employees will have twenty-four (24) hours to make their bid. (Unless the employee is on leave) The completed bid will be posted prior to January 1st and July 1st each year.

ARTICLE 12 · WAGES

1. Effective October 1, 2022~~0~~ 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. **Effective October 1, 2022 all longevity payments** shall be based on the employee's completed years of service on his/her anniversary date and shall be paid as follows:

<u>Completed Years of Service (YOS)</u>	<u>Longevity Payment</u>
at the following Anniversary Dates, the employee shall be paid as follows	
10-14 YOS	\$1,100.00
15-19 YOS	\$1,600.00
20+ YOS	\$1,850.00

These amounts will be paid in the month in which the employee meets their anniversary. Any employee who, as of the date this agreement is fully ratified by the parties, already has received his/her longevity payment for the fiscal year beginning October 1, 2022 will not receive an additional longevity payment for that fiscal year.

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

NOTE: There will be no pro rata payments of longevity pay. Longevity payments will not be cumulative.

4. Effective upon ratification of this contract, a police officer assigned to work as a Detective shall receive one hundred and seventy-five (\$175.00) per month and a take home vehicle assigned, but is not subject to the rules governing take home vehicles so long as the Officer resides in Miami-Dade or Broward County, for each month he/she is assigned as a Detective. Effective upon ratification of this contract, a police officer assigned to work as a Detached Detective will receive an additional seven (7) percent.
5. Effective upon ratification of this contract, a police officer assigned to the Marine Patrol Function shall receive three hundred dollars (\$300.00) per month and a take home vehicle assigned, but is not subject to the rules governing take home vehicles so long as the Officer resides in Miami-Dade or Broward County, for each month he/she is assigned as Marine Patrol. A police officer trained in the Marine Patrol Function will receive forty dollars (\$40.00) biweekly. The officer must perform a minimum of eight (8) hours per month, at the discretion of the Police Chief. If an officer turns in their certification, they have to pay back the Town the money they earned.
6. Effective upon ratification of this contract, a police officer assigned to the K-9 Unit shall receive three hundred dollars (\$300.00) per month for each month he/she is assigned as a member of the K-9 Unit and shall have a take home vehicle assigned, but is not subject to the rules governing take home vehicles so long that the Officer resides in Miami-Dade or Broward County.
7. Effective upon ratification of this contract, a police officer assigned to the Motorcycle Unit shall receive one hundred and seventy-five dollars (\$175.00) per month for each month he/she is assigned as a member of the Motorcycle Unit and shall have a take home vehicle assigned, subject to the rules governing take home vehicles for each month he/she is assigned as a Motorcycle Unit.
8. Effective upon ratification of this contract, a police officer assigned to the Underwater

Search & Recovery Unit shall receive fifty dollars (\$50.00) per month for each month he/she is assigned to that Unit.

9. Post Academy Trainers will receive one-hundred (\$100) per day that they are assigned to the post academy training function, this include all officers that participate in training exercises for the purposes of demonstrations. Every new hire must complete forty (40) hours of post-academy training.
10. Effective upon ratification of this contract, a police officer assigned to the Field-Training Officer (FTO) function shall receive ten (\$10.00) per hour for each hour worked as an FTO.
11. Effective upon ratification of this contract, a police officer assigned to the Honor Guard Unit shall receive fifty dollars (\$50.00) per month, and one hundred dollars (\$100.00) for every time the officer serves as Honor Guard for the Town.
12. Effective upon ratification of this contract, a police officer assigned as a CJSTC Police Instructor Pay, shall receive fifty dollars (\$50.00) per month for the certification and one-hundred dollars (\$100.00) per class.
13. 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).
14. 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: eight-hundred and fifty dollars (\$850.00) per year for a qualifying Associates degree (or 60 qualifying college credits); one thousand three-hundred and fifty (\$1,350.00) per year for a qualifying Bachelor's degree (or 120 qualifying college credits); or one thousand six-hundred (\$1,600.00) 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, vacation, military or other authorized 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 Chiefs 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.
 - c. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who has advanced to their present classification from a lower classification in which they held a permanent appointment, shall be given a position in a lower classification in the same department. His/her seniority in the lower classification shall be established according to the date of his/her permanent appointment to the classification. Employees shall be called back

from layoffs according to the seniority in the classification from which the employee was laid off. No new employee shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work (for which he/she is qualified.) Written notice of recall shall be sent by certified mail to the employee's last known address. Recalled employees shall notify the Town within five (5) business days of receipt of recall notice if they desire to return to work, and must return to work within twenty-one (21) days from receipt of recall notice. If there is no response to a recall notice within two (2) weeks after mailing, the employee shall have no further recall rights. An employee will be kept on the callback list for twelve (12) month. After this period, the Town will no longer be obligated to request that this employee be returned to Town employment.

2. In the event an employee is demoted from his current classification to a lower classification in which he previously held a permanent appointment, his total seniority for both classifications shall be preserved. His total seniority in the lower classification shall consist of his accrued seniority in the lower classification plus his accrued seniority in the classification from which he was demoted. This provision shall take effect upon ratification of this Agreement. Promoted employee's terminated with cause shall not have rights to lower classifications.

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. Certified members of the bargaining unit receive the following items upon employment.

(2) half class B shirt/ half polo

(2) blue summer polo 511 shirt

(2) Black training shirts LS or SS

(1) BDU Pants 511

(1)GBPD Ballcap

(1) Flashlight w/case

(1) Whistle

(7) Ballistic helmets w (1) shield

(1) Taser

(1) ASP baton with case

(1) OC spray with case

Class A leather gear:

(1) Class A belt with belt buckle and Class A Keepers

(1) Class A weapon holster

(1) Class A double magazine case

(1) Class A hat with (1) hat badge

(1) Class A tie with tie clip

(1) Name plate for uniform

(1) Class A handcuff case

(2) GBPD collar pins for shirts

(1) Class A shoes

Four (4) Short sleeve uniform shirts;

Four (4) summer uniform shirts;

Four (4) Pairs of trousers;

One-time issue jacket;

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

One (1) Bullet proof vest (It shall at minimum be a level 3-A)

One (1) Impact weapon for properly trained officers;

One (1) Badge; and

One (1) shoulder Microphone.

One (1) Duty Weapon or the employee may elect to carry an approved (Chief of Police or designee) Glock

One (1) Gun Holster for the Town Issued Duty Weapon One (1) Duty Belt

One (1) Single Handcuff Holder

Double Magazine Holder

One (1) Radio Holder Case One

One (1) Hand held radio – Full timers only

(2) Pairs of duty shoes per year

2. 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 or the Police Chief's designee in his sole and exclusive discretion. An employee may have the Police Chiefs or designee'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.

3. 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, it is mandatory that all officers wear them, except when performing the duties of Marine Patrol or on off-duty status. The Town will purchase (or reimburse) the equipment for the officers. The equipment will be governed by “industry standards.”
4. The Town will pay to employees covered by this Agreement a uniform cleaning allowance per quarter of two hundred dollars (\$200.00) per quarter for officers and three hundred dollars (\$300.00) to plain clothes detectives. 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. Unkempt uniformed employees may be progressively disciplined by the Town as deemed necessary.
5. 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. NOTE: CAD has its own version of GPS.
6. 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.
7. Any member shall be allowed to wear SPF long sleeve shirt under their uniform at their discretion. Shirt must match uniform.
8. Members shall receive tasers upon request after receiving proper training.
9. The town shall endeavor to provide ballistic helmets to all bargaining unit members.

ARTICLE 16 · VACATIONS

1. Employees covered by this Agreement shall receive paid vacations as follows:
 - a. After one (1) year's employment -- 80 hours of vacation
 - b. After five (5) years' employment -- 120 hours of vacation
 - c. After ten (10) years' employment -- 160 hours of vacation. 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-five (25) vacation days. Vacation days in excess of twenty-five (25) 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. Employees will be permitted to cash out up to five (5) vacation days in excess of twenty (20) vacation days maximum with authorization from the Police Chief. No employee will be penalized if he/she could not have taken vacation days due to manpower shortage, emergency conditions, or denied vacation time during the year. Except for an employee's first year of employment, each employee covered by this Agreement will be required to take at least five (5) non-consecutive days annual leave each year.

ARTICLE 17 • HOLIDAYS

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

New Years' Day
Martin Luther King, Jr.'s Birthday
Good Friday (half day)
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Bargaining Unit employees will also receive Floating Holidays 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 who work a ten (10) hour shift will receive -ten 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 6. 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 in addition to the two Floating Holidays that employees may take during the calendar year 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. Effective October 1, 2007, bargaining unit employees who have completed ten (10) 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.
8. Bargaining unit members will be afforded an administrative day for their birthday. This additional administrative day must be taken either on their birthday or up to six months after 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 five (5) days of sick leave each fiscal year in order to care for the employee's spouse or children who are ill. Documentation will be required after the third day of leave.
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 of service fifty percent (50%)
 - b. More than ten (10) years of 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 1st 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 5th 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 his/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 employee 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.
5. When an employee is out of work due to an on-the-job injury or illness, the employee shall receive full pay immediately from the day he was out of work from the Town and or Workers' Compensation. There shall be no 21 day rule.

ARTICLE 20 • FUNERAL LEAVE & COLLABORATION

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, with approval from the Town Manager, 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.
6. Any full-time Officer who is killed in the performance of his/her official duties or who subsequently dies from injuries shall be posthumously promoted to the next highest rank.

7. The beneficiary of the deceased shall receive a sum of one hundred and fifty thousand dollars (\$150,000) from the Town upon the member's death. Application shall be made to the Town's Human Resources Director for payment of such death benefits.
8. Although not part of the bargaining unit; any Part-time Officer who is killed in the performance of his/her official duties or who subsequently dies from injuries shall be posthumously promoted to the rank of Sergeant. The Town shall provide life insurance for Part-Time Officers, the beneficiary of the deceased shall receive a sum one hundred and fifty thousand dollars (\$150,000) from the Town upon the Part-Time Officer's death. Application shall be made to the Human Resource Director for payment of such death benefits.
9. The Town shall contribute for funeral expenses for any employee killed in the line of duty, up to \$10,000.
10. If an active employee is not killed in the line of duty, but does however pass away, the Town shall contribute \$5,000 for funeral expenses if the employee has 10 years of service or more with the Town it is the responsibility of the family of the deceased member to request this.
11. If a retiree, with 15 years of service or more with the Town passes away, the Town shall contribute \$5,000 for funeral expenses it is the responsibility of the family of the deceased member to request this.
12. If a vested active employee is not killed in the line of duty, but does however pass away, the beneficiary on the employee's pension plan will receive an immediate monthly benefit as if the employee qualified for early retirement before dying. This benefit is limited to 10 years.

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 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. Employees who are hired and do not want to receive the Town's health insurance, and have proof of medical coverage with another insurance provider, shall be reimbursed monthly one-half ($\frac{1}{2}$) of the Town's cost of individual HMO coverage. The reimbursement shall begin as soon as the employee is hired. The employee may elect to opt in the program after having opted out or never been in at the next enrollment period.
3. 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.
4. 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).
5. Effective upon ratification of this contract, the Town will continue to offer ~~enter into a~~ Retirement Health Savings (RHS) program through MissionSquare Retirement ICMA-

RC to help employees build assets for medical expenses. The Town will match dollar-for-dollar what bargaining unit members contribute to their RHS up to eight-hundred dollars (\$800.00) in Year One (1) of the contract; up to nine-hundred dollars (\$900.00) in Year Two (2) of the contract; and up to one-thousand dollars (\$1,000.00) in Year Three (3) of the contract, with an annual mandatory contribution per member of eight (8) hours of sick leave. Bargaining unit members will be allowed to use vacation leave to contribute to the plan. In the members last year of employment with the Town, the bargaining unit members will be allowed to use additional sick leave to contribute to the plan, however this will decrease the members 750 hour sick leave maximum at retirement/separation.

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 there is a vacancy of sergeant position and eligible list the Town shall fill the vacancy with a bargaining unit member of the town within ninety (90) days.
3. Only certified law enforcement officers with two (2) years full time with the Town of Golden Beach Police department will be eligible for said promotion. The promotional process to the rank of sergeant will consist of the following:
 - a. A written examination consisting of one hundred (100) multiple choice questions.
A minimum passing score of 70% or higher before being eligible to proceed to the second phase of the examination process, the "assessment". The questions shall come from selected Town of Golden Beach Ordinances, the Golden Beach Police Department Regulation Manual and Administrative Orders, the current F.O.P. Contract and selected material from the 2012 Florida Law Enforcement Handbook.
 - b. Upon completion of the written one hundred (100) question examination and receiving a passing score of 70% or higher, the candidate will then proceed to the second phase of testing consisting of the "Badge" Oral video-taped assessment exercises. The exercises will consist of four (4) separate scenarios based from the study materials used during the first phase of testing. The candidate must receive

a passing score of 70% or higher. Each phase of the examination will carry 50% of the total overall score. The testing shall be conducted by the Miami-Dade College School of Justice.

4. In order to fill said vacancy, ninety (90) days prior to the sergeant's promotional examinations, the Town notice and post the date and place of the testing. The employee shall notify the Chief of their intent to take the exam within thirty (30) days after the notice was issued and posted.
5. Promotions to the rank of sergeant shall occur only after an eligible candidate has received a passing score of 70% or higher on both phases of the examination. In the event of a tie score the candidate with the most seniority with a full time position shall prevail.
6. 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. The list shall remain valid for two (2) years from the date posted or when no one is left on the list.
7. Officers promoted to Sergeant's rank will receive appropriate training during the probationary period as scheduled where practicable, during normal duty hours. The probationary period shall be nine (9) months from date of appointment.
8. An employee who is promoted shall immediately receive applicable compensation for that appropriate rank.

9. Any member who is designated as a Corporal shall receive a minimum five percent (5%) pay increase and possible additional increases agreed to by the Town Manager and the FOP, depending on assignment, while performing such duties when there is no Sergeant on duty.
10. Upon ratification of this Agreement, the Chief of Police will establish the criteria for the Corporal program, with the agreement of the FOP. Limited to one Corporal per shift, or to be determined by the Chief. The Corporal program will strive to meet the goal of attracting and maintaining superior Officers in uniform patrol, while developing and attracting those Officers to the rank of Sergeant.
11. The Corporal positions are not permanent, they are temporary. Assignments to Corporals will be based on requirements deemed by the Chief of Police. The Union understands that this initiative cannot be contractually grieved and that the program can be terminated without notice.

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) months 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.

DRAFT

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 station.
2. A bargaining unit member who retires in good standing from the Town shall receive their service firearm upon retirement, or separation, provided the member does not retire or separate in lieu of termination. All members who retire due to in-service connected injuries/disability, regardless of credible years of service with the Town will receive their service firearm. Upon retirement, the Chief shall promote the employee to one rank above the highest rank in which they attained. The Town will provide the employee with a retirement badge and identification card for that rank, and a wallet holder.

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.

DRAFT

ARTICLE 28 • PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS

- I. 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.
3. 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.
4. Except as otherwise provided herein, this Agreement may be reopened only with the mutual written agreement of the parties hereto.
5. The FOP and the Town agree to reopen negotiations of Article 32 Pensions, and Appendix B D.R.O.P. at a mutually agreed upon time to be determined.

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.
6. The allowable fees bargaining unit members may charge for extra duty work are as follows:

- a. For residents and the Town, forty dollars (\$40.00) per hour with no Administrative Fee.
- b. Outside vendors (i.e. construction companies, movie sets, or any other individual that is not a Golden Beach homeowner, or engaged with or hired by the Town) shall be charged sixty (\$60.00) per hour with a five dollar (\$5.00) Administrative Fee.
- c. The Town will actively encourage vendors to pay the Administrative Fee in the form of a separate check written to the Town of Golden Beach. However, the responsibility to collect the Administrative Fee lies with the bargaining unit member.
- d. Extra-Duty Officers will be guaranteed a minimum employment of four (4) hours. With outside vendors only, if extra-duty detail is not cancelled 24 hours before the start time, the vendor will be required to pay the four (4) hours. Extra-Duty assignments shall be fairly and equitably distributed among eligible Officers. Town has no obligation, nor will assist in collections.

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 and/or urine, analysis at the Town's discretion. Testing for alcohol may be done through an intoxalyzer. Blood samples shall be taken only with lawful court order or a legal search warrant and 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

I. The Town agrees to administratively implement a take home police vehicle policy effective October 1, 2017. All full-time police officers 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 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 program. This take home police vehicle program may be a subject for negotiations during successor collective bargaining sessions.

ARTICLE 32 • PENSION

- 1) Referenced below are the provisions of the Town's 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) The Town agrees to maintain a three (3) year Deferred Retirement Option Plan ("DROP") for eligible employees. (See Addendum B).
 - d) 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.
 - t) 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.
- 2) The parties agree that the Union may, at its own expense, look into the feasibility of entering a Florida state retirement system and may request that the Town reopen this article only for the purpose of negotiating as to the possibility of having the Union's members join such system.

- 3) The normal retirement benefit shall commence on the Member's actual retirement date and be payable on the first day of each month thereafter, with the last payment being the one next preceding the retiree's death. However, should the retiree pass away before receiving 120 monthly benefit payments, the balance of the 120 payments shall be paid to the retiree's designated beneficiary. Within 90 days of ratification of this contract, the pension ordinance will be changed to reflect this change.

DRAFT

ARTICLE 33 • COPIES OF AGREEMENT

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

DRAFT

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, 2025.
- (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, 2025 the FOP shall provide the Town with a copy of its contract proposals. Negotiations for a successor contract will commence near April 15th 2025.

Dated: _____, _____ 2022

Fraternal Order of Police Florida State Lodge

Town of Golden Beach, a municipal

Corporation of the State of Florida

By: _____

By: _____

Sean Kelly -Staff Representative

Glenn Singer-Mayor

Dated: _____

Dated: _____

Witnessed:

By: _____

Approved: _____

Dave Carrazana-FOP Lodge 119 President

Alexander Diaz- Town Manager

By: _____

Approved as to form and legal sufficiency:

Julio Soca-FOP Lodge 119
Vice President-Bargaining Team

By: _____
Special Labor Counsel

ADDENDUM A

SALARY & WAGES

SALARY ADJUSTMENTS ARE MADE ON THE ANNIVERSARY DATE OF THE POLICE OFFICER

Effective October 1, 2022 employees' salaries will be adjusted based on the step pay scale below. All employees will remain in the step they are currently in for Year 1 of the contract at the proposed new rate. For example, if you are currently in Step 5 at an annual rate of \$51,878.08, in Year One of the contract will remain in Step 5 at the new annual rate stipulated below of \$68,047.96. Members shall move up one step on October 1, 2023 and move up one step on October 1, 2024. The New Top Out Pay for Police Officer for the Town will be set at \$90,000.00.

Effective October 1, 2022 sergeants will receive 13% over the current officer rate of the pay scale they are in with a maximum top out pay of \$103,000.00 annually.

For the purposes of this contract, the police officer increases will go into effect on October 1 of the first year of the contract and on the anniversary date of employment in Years 2 and Year 3.

ALL NEW HIRE'S WILL RECEIVE THEIR STEP INCREASE ON THEIR FULLTIME ANNIVERSITY DATE OF EMPLOYMENT.

Throughout the life of the contract, new hires will be brought in at a base rate of pay of \$58,000 (see attached Pay Scale chart).

STEP PAY SCALE FOR ALL HIRES		
STEPS	POLICE OFFICER	SERGEANT
1	\$58,000.00	13 % above P.O.
2	\$60,363.55	13 % above P.O.
3	\$62,823.42	13 % above P.O.
4	\$65,383.52	13 % above P.O.
5	\$68,047.96	13 % above P.O.
6	\$70,820.97	13 % above P.O.
7	\$73,706.98	13 % above P.O.
8	\$76,710.61	13 % above P.O.
9	\$79,836.63	13 % above P.O.
10	\$83,090.04	13 % above P.O.
11	\$86,476.03	13 % above P.O.
12	\$90,000.00	Max pay of \$103,000.00

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.