

AGREEMENT

BETWEEN

THE TOWN OF SURFSIDE, FLORIDA

AND THE

FLORIDA STATE LODGE

FRATERNAL ORDER OF POLICE

October 1, 2019 through September 30, 2022

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PREAMBLE

THIS AGREEMENT is entered into by the Town of Surfside, Florida, hereinafter referred to as the "Employer" or "Town", and the Florida State Lodge Fraternal Order of Police, hereinafter referred to as the "FOP" or "Union", for the purpose of promoting harmonious relations between the Town and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment.

ARTICLE 1.

RECOGNITION, STRIKES AND LOCKOUTS

1.1 The Town hereby recognizes the FOP as the sole and exclusive collective bargaining agent as to wages, hours and all other terms and conditions of employment for the following bargaining unit as certified by the Public Employees Relations Commission (PERC), Certification No. 1180, and Order No. RC-97-032:

INCLUDED: All employees in the classifications of Sergeant, Police Officer, Communications Supervisor and Communications Operator.

EXCLUDED: Chief of Police, Captain, Lieutenant, and all other employees of the Town of Surfside.

1.1.1. Any changes in the bargaining unit shall only be made upon proper application to PERC and/or an appropriate court of competent jurisdiction.

1.2 There will be no strikes, work stoppages, slowdowns, boycotts, concerted failure, or refusal to perform assigned work or other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes, by the employees covered under this Agreement, and there will be no lockout by the Town for the duration of this Agreement. The FOP supports the Town fully in maintaining efficient operations. For the purposes of this clause, claimed illness by one-third (1/3) or more of the bargaining unit employees eligible for duty followed by claimed illness on the part of one-third (1/3) or more of those contacted as replacement personnel shall constitute prima facie evidence of concerted failure or refusal to perform.

1.2.1 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, concerted failure or refusal to perform assigned work or any other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes may be disciplined or discharged by the Town, and the sole and exclusive jurisdiction to review such discipline or discharge shall be determined by the Town Manager.

1.2.2 The parties agree that the Town is responsible for and engaged in activities which are the basis of the health, safety and welfare of the citizens of the Town and the public at large. In the event of any violation of this Article by either a Town employee or a Union employee, official or representative, the Town shall be entitled to seek and obtain immediate injunctive relief in a court of competent jurisdiction and utilize any other legal remedies provided for in Section 447.507, Florida Statutes.

1.2.3 The Union, its officers and representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the strike prohibitions contained in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article I, Section 6, including the responsibility to remain at work and to publicly disavow the strike during any interruption which may be initiated by other employees covered by this Agreement, and to encourage and direct other employees that are violating this Article to return to work.

ARTICLE 2.

MANAGEMENT RIGHTS

2.1 The Town has and will continue to retain, whether exercised or not, the right to operate, manage and direct its operations and all, powers and authority, not officially relinquished, abridged or limited by the express provisions of this Agreement. The Town shall have the sole, unilateral and unquestioned right, responsibility and prerogative to manage the affairs of the Town and direct the work forces, including, but not limited to, the following:

2.1.1 To determine the acquisition, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;

2.1.2 To establish or continue the mission, purpose, objectives, policies, practices and procedures for the conduct of the Town business, operation of the Police Department and other departments, and, from time to time, to change or abolish such policies, practices or procedures;

2.1.3 To discontinue processes or operations or to discontinue their performance by employees;

2.1.4 To select, determine and assign the number and types of employees required to perform the Town's operations, to meet the needs of the Town and the Department;

2.1.5 To employ, transfer, promote, demote, layoff, discipline, terminate, or otherwise relieve employees from duty for lack of work or for any legitimate reason when it shall be in the best interest of the Town or the Department;

2.1.6 To prescribe and enforce reasonable rules and regulations for the maintenance of ethical and professional standards, and for the performance of work, services to be offered to the public, control and discretion over the operation of the Police Department and its employees, the regulation of off-duty law enforcement duties for non-municipal employers and outside employment which could cause real or perceived conflicts of interest, or conduct which brings the Department real or perceived harm in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;

2.1.7 To ensure that the incidental police duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;

2.1.8 To establish contracts or subcontracts for municipal operations, or Mutual Aid Agreements provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members. All law enforcement work customarily performed by the employees of the bargaining unit shall be continued, except for exigent circumstances, to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise. The above rights, responsibilities and prerogatives are inherent in the Town Commission and the Town Manager, by virtue of Statutory and Charter provisions and are not subject to delegations in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement.

2.2 The Union and the Town jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the Town, hereby agree

that the interest of both employee and the Town will best be served by attaining maximum efficiency and productivity. Therefore, the parties shall use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The FOP agrees that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

2.3 The Town shall provide the Union written notice of its intent to subcontract law enforcement services. In the event that law enforcement services are subcontracted by the Town, the Town shall use its best efforts to have the subcontractor employ existing bargaining unit employees.

ARTICLE 3.

NON-DISCRIMINATION

3.1 The Town agrees not to interfere with the rights of employees to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the Employer because of Union membership or non-membership, or because of race, creed, color, sex, religion, national origin or marital status; provided that applicable anti-nepotism laws shall remain supreme.

ARTICLE 4.

DUES DEDUCTIONS

4.1 Upon receipt of a voluntary written individual notice from any of its employees, on a form provided by the Union, the Town will deduct from the pay due such employee those dues and assessments required to retain FOP membership.

4.2 The Union agrees to indemnify, defend and hold the Town harmless against any and all claims, suits, orders or judgments, brought or issued against the Town as a result of any action taken or not taken by the Town under the provisions of this Article.

ARTICLE 5.

UNION REPRESENTATIVES

5.1 Two (2) members of the Union shall be granted time off without loss of pay up to as much time that is needed to attend the negotiating sessions, mutually set, to renegotiate this Agreement.

5.2 The Town agrees to allow the Union and its representatives reasonable access to the Town Hall for the conduct of Union business provided that a room is available and the Union provides the Town Manager with reasonable written notice prior to such use.

5.3 The Town will permit accredited representatives of the Union, whether state, regional or national, to have reasonable access to the premises of the Town at any time during working hours to conduct Union business with individual members, with prior approval of the Chief of Police, if such visits will not disrupt normal work production. No Union related activity, meeting, solicitation of other employees, distribution of literature or business shall be discussed with on-duty personnel, or within Town facilities without prior written approval of the Chief of Police or his/her designee on a case by case basis so long as such business does not disrupt the work place.

ARTICLE 6.

SERVICES TO THE UNION

6.1 The Town agrees to furnish the Union's primary representative copies of all current police department rules and regulations and all memoranda pertaining thereto. The Town will make a copy of this contract available to the Union via a link on the Town's website. The Union agrees to provide a copy of this Agreement to all employees who are members of the bargaining unit.

6.2 The Town will furnish the Union with sufficient bulletin board space for Union notices in the Police Department building. The bulletin board shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public. The Union shall only post written material or any material that is in good taste on such bulletin board. All routine notices of meetings, social events and other official Union business shall be sent to the Chief of Police or his/her designee at the same time the Union posts such materials.

6.3 Subject to the prior written approval of each member and as not otherwise prohibited by Chapter 119, Florida Statutes, the Town will provide the Union, on an annual basis, a complete roster of the bargaining unit including name, rank, address, telephone number, present assignment, and current pay scale.

ARTICLE 7.

CONFIDENTIAL RECORDS/PERSONNEL FILES/LOCKER INSPECTION

7.1 Except as otherwise required by law, or pursuant to Court order or the request of an appropriate governmental agency, the home address, telephone number and any photographs of a law enforcement officer or his/her Police Department personnel file shall be kept confidential and shall not be released to anyone without the consent of the employee, except where a photo identification of employee(s) may be required for a formal complaint or Internal Affairs investigation. If, however, the Town believes it is following the state law in good faith, or is acting on advice of the Town Attorney, the actions taken by the Town in connection with this section shall not be subject to arbitration.

7.2 It shall be the right of any employee to inspect and copy his/her Police Department personnel record, and such shall be available for their inspection during normal office hours.

7.3 Portions of personnel records which are exempt from inspection by state or federal law shall be kept confidential and only appropriate Town employees having an official need to know shall be granted access to such records.

7.4 The Town agrees to allow an employee, within thirty (30) calendar days of the date that a document is placed in his/her personnel file, to have included in their personnel file a written and signed refutation, based upon facts, (including signed eyewitness statements) of any material the member considers to be detrimental. Unless exempted under Chapter 119, Florida Statutes, the refutation is a public record subject to the Public Records Act.

7.5 All complaints, reprimands, other records of disciplinary actions, and all other disparaging items against each employee shall not be placed in an employee's personnel file until the employee has received a copy in advance. Failure by the Town to comply with this shall be grievable.

7.6 The Town retains the right to inspect and search issued property and equipment and all Town property. Whenever possible, the employee should be present when a department assigned locker is entered. If the employee is not present, the locker should be entered by a person with proper authority and be witnessed by another employee. The person entering the locker will complete a simple form in duplicate which states the date, time, name of persons entering locker, name of person assigned locker, and reason for such action. One copy shall be left in the locker and the other shall go to the departmental files, after review by the Chief of Police, who shall initial the form. In the event of a shift level investigation or internal affairs investigation these provisions may be waived by the Chief of Police (or designee) and the entering of the department assigned locker shall be documented in the appropriate investigative report.

ARTICLE 8.

SENIORITY AND LAYOFF

8.1 Seniority shall consist of full-time active continuous accumulated paid service with the Department. Department Seniority shall be computed from the date of appointment. However, Seniority in rank shall always supersede seniority in service for purposes of benefits or entitlements under this contract. Seniority shall accumulate during absences because of vacation, military leave or other authorized leave. Seniority will not accrue for time an employee is relieved of duty without pay, suspended, and on unpaid leave of absence. Such seniority shall govern the following:

8.1.1 In the event of a layoff for budgetary reasons, employees shall be laid off in the inverse order of their seniority in their rank. Any employee to be laid off who has advanced to a rank above police officer shall be given a position in a lower rank according to his/her total seniority with the Department. The Town Manager has the right to deviate from this procedure to retain employees with special skills or capabilities essential to the Town.

8.1.2 Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status on the callback list in that classification have had an opportunity to return to work. Employees will be notified by certified mail with delivery confirmation to their home address of record and shall be given twenty-one (21) calendar days to return to work, or be stricken from the list. An employee who has not been stricken from the list will be kept on the callback list for one (1) year. After this period, the Town will no longer be obligated to request that this employee be returned to Town employment.

8.2 Selection of days off shall be by seniority provided the Town's operational needs have been satisfied. Within ten (10) business days of an employee's request to change or modify the employee's selected days off, the Town shall provide the employee with a written response to the employee's request.

8.3 The Chief of Police shall determine how many employee(s) the Town needs for each shift assignment. Selection of shift assignments shall be by seniority only for those officers with full duty status at the time of shift bid provided the Town's operational needs have been satisfied. Officers not on full duty status must wait until next shift bid for seniority to be considered. Within ten (10) business days of an employee's request to change or modify the employee's shift assignment, the Town shall provide the employee with a written response to the employee's request.

ARTICLE 9.

RIGHTS OF EMPLOYEES IN INTERNAL INVESTIGATIONS

9.1 The following are the rights of employees subject to an internal investigation:

9.1.1 The Internal Affairs investigator will keep employees informed as to the nature of the investigation when they are questioned or interviewed concerning a complaint or allegation and to inform them if they are the subject of the investigation or a witness prior to any interview. Employees who are the subject of an investigation will be informed before being required to answer questions orally in a formal Internal Affairs investigation that they have the right to have legal counsel and/or a FOP representative present.

9.1.2 Prior to any sworn statement being taken from a law enforcement officer, the officer under investigation shall be informed in writing of the nature of the investigation and the name of the complainants immediately prior to the commencement of the proceedings.

9.1.3 Any disciplinary action initiated against an officer must be specific and clearly drawn and state a violation of law, Town rules and regulations, and/or Departmental rules, regulations, directives and orders.

9.1.4 The Town agrees to promptly furnish any employee with two (2) copies of any disciplinary action report against him/her prior to disciplinary action being taken against him/her.

9.1.5 The employee may, if he/she so requests, receive a copy of his/her written or recorded statement.

9.1.6 The employee who is the subject of a complaint or allegation shall be notified in writing of the disposition upon the conclusion of the investigation, and final decision by the Chief of Police within ten (10) working days of the date on which the investigation is concluded and the final decision is made.

9.1.7 The written Internal Affairs Investigation shall include a finding of facts, and a conclusion, a copy of which shall be provided to the employee concerned prior to any disciplinary action; or if none, then within thirty (30) days.

9.1.8 In cases where management chooses to suspend or relieve an employee from duty, who has not been charged criminally pending an investigation or other administrative action, the employee will remain on full salary allowance and shall not lose any benefits during this period of time.

9.1.9 The Chief of Police upon review by the Town Manager, may immediately suspend an employee without pay and benefits who has been indicted by any grand jury or upon criminal charges being filed against him/her by any prosecuting official.

9.1.10 Except when an employee has been arrested or indicted or charged by a prosecuting official, the Department, on its own initiative, shall not release a photograph or home address of an employee under investigation without the employee's written permission and the approval of the Town Manager.

9.1.11 No employee shall be required to submit to any device designed to measure the truthfulness of his/her responses during questioning.

9.1.12 Nothing in this Article shall apply to situations where an employee is requested to submit and/or clarify a written incident or activity report as part of his/her routine duties.

ARTICLE 10.

SHIFT EXCHANGE, SUBSTITUTIONS AND MINIMUM STAFFING REQUIREMENTS

10.1 Whenever possible, the Town will notify the employee at least ten (10) days in advance of any contemplated change in an employee's status, i.e. transfer, reassignment or normal change in shift, except in cases of manpower shortage or other exigent circumstances in the Department.

10.2 Upon application to the Chief of Police, shift exchanges will be arranged provided:

1. The shift exchange does not interfere with the regular and efficient operation of the Department; and
2. A fellow employee, satisfactory to the Chief of Police, like rank and experience volunteers for the exchange; and
3. It is requested and approved sufficiently in advance so as not to work a hardship on either the employee or the Town; and
4. The shift exchange will not impact the Department's overtime budget; and
5. The reciprocal shift exchange shall occur within thirty (30) days.

10.3 With the exception of specialized units all shifts shall have a minimum staffing requirement of one (1) Supervisor, two (2) Police Officers, and one (1) Communications Operator. In the event that staffing does not meet the above requirements, the supervisor shall make a reasonable effort to contact personnel to meet the minimum staffing requirements. No grievance shall be filed under Article 15 of this agreement if the supervisor is unable to attain the minimum staffing requirements.

ARTICLE 11.

VEHICLES, EQUIPMENT AND SAFETY STANDARDS

11.1 The Town and members of the bargaining unit will work together to make a reasonable effort to ensure that the Department's equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in Article 2. Employees will make a conscientious effort to maintain a safe working environment. It is recognized that law enforcement is a hazardous occupation with inherent risks which can be minimized, to an extent, but not eliminated entirely.

11.2 Within the limits imposed by the performance of duty, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner in accordance with Departmental Rules and Regulations.

11.3 Whenever an employee is authorized in advance, to use his/her own vehicle in the performance of his/her official duties, he/she will be compensated at the current Internal Revenue Service mileage rate.

11.4 Normally before any marked patrol pursuit equipped vehicle is assigned to an officer, it must have the following equipment in working order: emergency lights, siren, loud speaker, two-way mobile radio, first aid kit, and cages, all to be checked by the law enforcement officer assigned to the car.

11.5 All non-probationary sworn bargaining unit Police Officers and Sergeants who reside within 50 miles from Town Hall in Miami-Dade, Broward or Palm Beach Counties shall be issued a take home vehicle as such vehicles become available in order of seniority.

11.5.1 Police Officers and Sergeants who are issued a take home vehicle will be required to pay a per pay period maintenance fee of \$27.50 if they reside within zero (0) to ten (10) miles from Town Hall, \$37.50 if they reside over 10 miles up to 20 miles from Town Hall, \$47.50 if they reside over 20 miles up to 30 miles from Town Hall, \$57.50 if they reside over 30 up to 40 miles from Town Hall, and \$67.50 if they reside over 40 miles from Town Hall. Distances shall be determined by Google maps from Town Hall 9293 Harding Avenue to member's residence, selecting the shortest distance. Detectives and Detective Sergeants who are issued a take home vehicle will not be required to pay a pay period maintenance fee. Police Officers and Sergeants who reside within the town's jurisdictional limits are not required to pay the pay period maintenance fee.

11.5.2 The take home vehicles shall only be used to and from work or any function within the scope of an employee's official duties and is considered ordinary and necessary for Town business purposes.

11.5.3 Any non-probationary sworn bargaining unit Police Officer or Sergeant who lives in the Town's limits may use the take home vehicle for minimum purposes within the Town's geographic boundaries. Family members are prohibited from riding in the vehicle unless authorized by the Chief of Police or his/her designee.

11.5.4 Any non-probationary sworn bargaining unit Police Officer or Sergeant whose take home vehicle is unavailable due to maintenance, repairs or damage shall receive a replacement vehicle until the maintenance and/or repairs are completed.

11.5.5 Vehicles determined by the Town to be unsafe to drive will be taken out of service.

ARTICLE 12.

TRAINING

12.1 The Town agrees that bargaining unit employees should be fully informed on any material which falls within the enforcement responsibility of the Employer. Therefore, the Department shall be responsible to convey information it receives regarding Town and County ordinances and State Statutes to the employees.

12.2 The Town shall attempt to provide a minimum of forty (40) equivalent hours training per year (e.g., commission approved continuing training or education, video tapes, computer-based-training, periodicals) for the purpose of improving the performance of bargaining unit employees, aiding bargaining unit employees to equip them for advancement to higher positions and greater responsibilities, and performing service rendered to the public.

12.3 Where the Department requires an employee to attend weapons training or qualify with his/her firearm, the Town will make reasonable efforts to facilitate the employee attending the firearms range during his/her normal working hours. In the event the Department is unable to schedule the employee to attend the firing range during his/her normal working hours, the employee shall be required to attend the firing range during his/her off-duty hours; provided, however, that the actual time spent by the employee in acquiring such training during his/her off-duty hours shall be compensated in accordance with Article 21, "Hours and Overtime." Every Sworn member of the Department will maintain their proficiency with assigned firearms as set forth by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission (FDLE-CJSTC). Each employee shall take firearms proficiency tests as scheduled by the Department. An employee whose test does not initially meet the FDLE-CJSTC standard shall be provided the opportunity to retest on the same day as the initial test. If the employee does not meet the FDLE-CJSTC standard on the second attempt

the Firearms Instructor shall notify the Chief of Police via the chain of command and relieve the employee of their firearm. The employee shall be assigned to an appropriate position not requiring the use of a firearm until a third attempt to meet the FDLE-CJSTC standard is scheduled. The third test will be scheduled within forty-five (45) days from the date of the original test. If the employee does not meet the FDLE-CJSTC standard on the third test, then the employee will remain assigned to an appropriate position not requiring the use of a firearm until a remedial training session (40 hours maximum) can be scheduled. If the employee does not meet the FDLE-CJSTC standard after the remedial training session then the employee shall either be transferred to a non-sworn classification or the employee may be terminated by the Town. The decision by the Town to terminate an employee under this Section shall be grievable to the Town Manager.

12.4 Where the department requires any employee to attend supervisory training and/or training in specialized police techniques, the department will make reasonable efforts to facilitate the employee attending such training during his/her normal working hours. In the event the department is unable to schedule the employee to attend such training during his/her normal working hours, the employee shall be required to attend such training during his/her off-duty hours; provided, however, that the time spent by the employee in such training during his/her off-duty hours shall be compensated in accordance with Article 21 "Hours and Overtime."

12.5 In the event that an employee requests to be sent to a job-related training program with the approval of the Chief of Police or his designee, on his/her own time, the Town agrees to reimburse the employee for the full tuition of such training program upon presentation of proof of successful completion. The Town will make a reasonable effort to adjust an employee's shift to accommodate the training program schedule; provided, however, that not more than one such adjustment shall be in effect at any one time.

12.6 The Employer shall send out notices of training that the Employer deems appropriate for the Department. The Town will make a good faith effort to provide the Union's primary representative with a copy of all notices relative to training.

ARTICLE 13.

PROMOTIONS

13.1 Whenever the Town Manager determines that a promotional vacancy exists in a sergeant classification, the Town shall, within thirty (30) working days of the date on which the Town Manager determines that such promotional vacancy exists, fill such vacancy from an existing eligibility list. Any promotional testing for such vacancy shall be completed within one hundred and twenty (120) days from the date on which the Town Manager determines that such promotional vacancy exists.

13.2 The Town will announce sergeant examinations at least thirty (30) days in advance of said examinations. The Town will list the areas which the examination will cover and the sources from which the examination is drawn. The Town will provide a list of reference material that is available commercially.

13.3 The sergeant examination shall be restricted to present non-probationary Police Officers, with not less than three (3) years sworn full-time service in this Department and an overall rating on each of their previous two (2) yearly evaluations of "Good" (score of 3) or higher in order to take the Sergeant's test. Seniority for the purpose of the sergeant examination shall be calculated from the date of appointment as Surfside Police Officer to the date of sergeant examination and be in conformance with the provisions of section 8.1 of this contract. Notwithstanding the above-referenced provision, if an employee has served in another law enforcement department as a sworn officer for at least two (2) years, the Chief of Police may waive up to twelve (12) months of required employment with this Department. In addition, if an employee has at least a Bachelor's degree from an accredited university or college, an advanced degree in an area approved by the Florida Department of Law Enforcement Criminal Justice

Standards and Training Commission from a recognized institute of higher learning or has served in the United States military for a minimum of two (2) years with an honorable discharge, the Chief of Police may waive up to one (1) year of the required employment with this Department. Promotional candidates shall only be awarded one of the above listed waivers.

13.4 At the time a new sergeant examination is given, all eligible employees who wish to be on the new list must take the examination. No employee will be placed on the new list as a result of previous test scores.

13.5 The Town shall give a sergeant's examination when the Chief of Police deems necessary.

13.6 The sergeant's examination will consist of an assessment center evaluation and/or written examination worth ninety-five percentage points (95%); and seniority worth five percentage points (5%). Employees must have a minimum passing score of seventy (70%) percent including seniority points in order to be placed on the eligibility list.

13.7 A list of eligible candidates will be compiled in the order of their final cumulative score. All employees will be notified of their score.

13.8 Promotions shall be based on the rule of three (3). Accordingly, the Chief of Police may, in its sole and exclusive discretion, promote officers from the top three (3) names on the list. After each promotion, the top three (3) names on the sergeant promotional eligibility list will be considered for the next sergeant's promotional position, if a sergeant's position opening becomes available. In the event a sergeant promotional eligibility list falls below three (3) names, or if an eligibility list is comprised of less than three (3) names, the Town Manager (or Police

Chief) may, in its sole discretion, promote from the eligibility list or deem the list expired. The eligibility list will remain active for a one (1) year period from the date the list was published.

13.9 The assignment of an acting sergeant shall be at the discretion of the Chief of Police.

13.10 Sergeants promoted to Lieutenant shall have one year from promotional date to return to the rank of Sergeant. If this occurs, the Sergeant will go back to the seniority earned as Sergeant.

ARTICLE 14.

LABOR MANAGEMENT COMMITTEE

14.1 The Union may request the formation of a Labor Management Committee which will consist of members of the Union and management. (The number to be decided by mutual consent.) The function of the committee shall be to meet as needed, to confer and recommend resolutions of problems related to employee relations in the administration of the Agreement; to explore ideas for the improvement in systems, schedules, procedures, and equipment; and to seek methods for improvement of personnel training, development, selection, promotions or reassignment. Time used for this purpose shall be considered as duty time and shall not be charged to regular leave, time provided that adequate and necessary protection to the Town is also being furnished. Only those employees who are on regular duty at the time of the meeting will be compensated. The meeting will be informal in nature. Any issue requiring the attendance of attorneys, public hearings or recorded minutes will not be considered under this Article.

ARTICLE 15.

GRIEVANCE AND ARBITRATION PROCEDURE

15.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement, as well as to address all disciplinary matters.

15.2 To simplify the grievance procedure, the number of "working days" in presenting a grievance and receiving a reply from different levels or steps shall be based on a forty (40) hour, five (5) day work week, Monday through Friday, excluding the holidays listed in Article 18.

15.3 A grievance shall be defined as an alleged violation or disagreement involving interpretation and/or application of specific terms of this Agreement. In accordance with Section 447.401, Florida Statutes, covered employees shall have the option of either utilizing this grievance procedure or utilizing an unfair labor practice procedure, but not both. Eligible employees may file a grievance whether or not they are dues-paying members of the Union.

15.4 A written reprimand shall be accompanied by copies of any supporting documents, memos, tape recordings and/or complaints, if any, which form the foundation for the issuance of the written reprimand.

15.5 No employee shall be disciplined without just cause.

15.6 Effective upon the execution of this Agreement, grievances shall be processed in accordance with the following procedures set forth below. Failure of the Town to respond to the grievance within the time limits set forth below shall entitle the employee or union to proceed to the next step in the grievance process. The time limits may be extended by mutual written agreement.

Step 1: The aggrieved employee shall discuss the grievance with the Chief of Police or his designee within ten (10) working days of the occurrence which gave rise to this grievance. The Union representative may be present to represent the employee. The Chief of Police or his designee shall attempt to adjust the matter and/or respond to the employee within ten (10) working days.

Step 2: If, after a thorough discussion with the Chief of Police or his designee, the grievance has not been satisfactorily resolved, the aggrieved employee and/or the Union representative shall reduce the grievance to writing and present such written grievance to the Town Manager within ten (10) working days from the time the Chief of Police or his designee's response was due in Step 1. The Town Manager shall meet with the employee and/or the Union representative within ten (10) working days. The Town Manager shall respond in writing ten (10) working days from the date of the meeting.

Step 3: For grievances concerning interpretations of this Agreement, terminations, suspensions, and employee demotions, the Union may appeal the Town Manager's decision at Step 2 by submitting a written demand for arbitration to the Town Manager no later than ten (10) working days after the rendering of the Town Manager's decision.

It is the Union's responsibility to request an arbitration panel under Section 15.7.2 below, within ten (10) days thereafter. The time limits in Steps 1 through 3 may be waived or extended only by mutual agreement between the parties.

15.7 At the arbitration hearing, the aggrieved employee may be accompanied by his/her Union representative. The arbitrator shall have access to all written documents and audio statements pertaining to the grievance. The arbitrator shall render his/her decision within ninety (90) days unless there has been a mutual agreement otherwise between the parties. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties and shall be final and binding on both parties.

15.7.1 Arbitration. An individual employee may only proceed to arbitration with the consent of the union

15.7.2 Appointment of Arbitrator: The arbitrator may be an impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the union request for arbitration; the union shall request a list of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service (hereinafter, "FMCS"). Within ten (10) calendar days of receipt of the list the parties shall alternatively strike a name with the Town striking first. The remaining name on the FMCS list will be the mutually selected arbitrator.

15.7.3 Powers of the Arbitrator: The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall limit his/her decisions to the application and interpretation of the disputed provisions of the

Agreement, and shall not be such as to directly or indirectly cause modifications, amendments, additions to or subtractions from the Agreement.

15.7.4 Cost of Arbitration: The costs for the list, service, travel and accommodations of the arbitrator shall be equally shared by both parties to this Agreement.

ARTICLE 16.

LEGAL SERVICES

16.1 The Town will undertake the defense of employees against any civil action, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of said members of the bargaining unit for an act or omission arising out of and in the scope of the bargaining unit member's employment or function, unless, in the case of a tort action, the employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property and shall file proper and appropriate counter suits, providing that such suit arose out of actions by the employee in the line of duty.

16.2 The defense of such civil actions shall include, but is not limited to, any civil rights law suit seeking relief personally against the bargaining unit member for an act or omission under color of State Law, custom, or usage wherein it is alleged that such bargaining unit member deprived another person of his/her rights secured under the Federal Constitution or Laws.

16.3 Any attorney's fees paid from Town funds for any employee who is found to be personally liable by virtue of acting outside the scope of his/her employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the Town in a civil action against the employee.

ARTICLE 17.

EDUCATIONAL ASSISTANCE AND INCENTIVE

17.1 The Town, in its efforts to encourage its police personnel to acquire a greater knowledge of the more complex areas of the social system today, agrees to reimburse seventy five (75) percent the cost of tuition (not to exceed three courses per term) when the employee receives a grade of "A" and one-half (1/2) the cost of tuition (not to exceed three courses per term) not otherwise reimbursed by the L.E.A.A. for educational courses in which the employee receives a grade of "C" or "B" or a satisfactory completion if no grade is given.

17.2 The course must be from an accredited public or private institution and must equip the officers for the performance of the particular job and/or position in which they are employed. Reimbursement for a course at a private institution shall be limited to the rate that the course would cost at a State of Florida public institution.

17.3 Subject to budgetary provisions, the Town Manager shall have the authority to approve those employees who are to participate in such courses and to approve the institution.

17.4 Courses must be taken for academic credit toward a degree. Any employee who receives a tuition reimbursement under this Article shall remain employed by the Town for a minimum of twelve (12) months from the date of completion of any course for which the Town has provided the employee a reimbursement. If the employee voluntarily leaves the employment of the Town prior to expiration of this time period, the employee shall repay the Town all tuition reimbursements received in the prior twelve (12) months.

ARTICLE 18.

HOLIDAYS

18.1 The Town recognizes the following paid holidays for bargaining unit employees:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day (July Fourth)
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

18.2 Full-time employees whose day off coincides with such holidays shall receive eight (8) or, ten (10), or twelve (12) hours of compensatory time depending upon assignment, subject to the limitations and requirements in Article 21.

18.3 Full-time employees who are required to work on a holiday shall have the option of receiving an additional eight (8) or, ten (10), or twelve (12) hours of compensatory time or pay depending upon assignment, subject to the limitations and requirements in Article 21.

18.4 In addition to the holidays listed in Section 18.1, the employee shall be entitled to take twenty-four (24) hours for personal day off. The employee must use his/her personal day before the end of the calendar year in which it was earned. There shall be no carryover or payout of this personal day from one calendar year to the next. If, due to operational necessity, the Town prevents an employee from taking the personal day off before the end of the calendar year the unused personal day will be carried over to the new year. The unused personal day must be used within 30 days or be forfeited.

ARTICLE 19.

WAGES

19.1 . Effective October 1, 2019, October 1, 2020 and October 1, 2021 bargaining unit members will receive a two percent (2%) cost of living adjustment.

19.2 Effective October 1, 2016, bargaining unit members shall be paid in accordance with the pay plans attached as Addendum B. The parties agree that the Town may hire an officer at Step 1, 2 or 3 or pay a bonus to a new officer in order to attract new talent.

19.3 Effective October 1, 2016, bargaining unit members who are not topped out, will continue to advance in their respective pay plans on their respective anniversary date.

19.4 The starting salary for a police officer promoted to the rank of sergeant shall be in accordance with Addendum B to this Agreement.

19.5 A police officer assigned to work as an acting sergeant will receive out of class pay equal to an additional 10% of the Police Officer's base salary during the police officer's assignment as an acting sergeant.

19.6 An employee assigned to work as a detective, Neighborhood Resource Officer (NRO), motorcycle officer, K-9 officer or Field Training Officer (FTO) will receive pay equal to an additional 5% of the employee's base salary during the employee's actual assignment as a detective, motorcycle officer, K-9 officer ,Field Training Officer (FTO), Field Training Supervisor, or during a SWAT call out.

However, an employee is only permitted to receive one 5% additional pay at any given time regardless of how many different assignments that employee has at such time.

19.7 Any member regularly assigned to the working hours 1900 -0700 shall receive a shift differential of 3% of the employee's base salary.

19.8 Employees are entitled to receive longevity pay beginning in their 7th year of continuous uninterrupted employment with the Town in the amounts set forth below. Effective after ratification of this Agreement, employees who become eligible for longevity pay as set forth in the longevity schedule below will receive the longevity pay to which they are entitled in 26 equal bi-weekly installments on an hourly rate basis, beginning in the first full pay period after each such employee becomes eligible for said payment. For example, assuming this Agreement is ratified on October 1, 2019, an employee who reaches his/her 6th anniversary of uninterrupted Town employment on October 15, 2019 (and thus commences his/her 7th year of employment with the Town on that date), will receive \$1,000 of longevity pay in 26 equal bi-weekly installments on an hourly rate basis, beginning in the first full pay period after October 15, 2019.

<u>YEARS OF SERVICE</u>	<u>ANNUAL STIPEND</u>
Beginning of 7th year	\$1,000.00
Beginning of 11th year	\$1,500.00
Beginning of 15th year	\$1,750.00
Beginning of 20th year	\$2,000.00

19.9 Members shall receive a stipend in the amount of \$300 per year (during the month of October) in recognition for obtaining and maintaining Accreditation Status by the State Commission for Florida Law Enforcement Accreditation

ARTICLE 20.

SPECIAL WAGE PROVISIONS

20.1 Back Pay - An employee shall be entitled to recover, as soon as possible, without penalty to the Town of Surfside, funds due him/her by reason of errors in the implementation or administration of the Town's pay plan and other applicable regulations affecting pay.

20.2 Insofar as it is practical to do so, except for final vacation or sick leave pay out, if any, all wages, overtime and supplemental payments due to employee will be furnished in one (1) paycheck.

20.3 The Town will continue to offer the Internal Revenue Service Section 125 (Pre-tax) payroll deduction program to include health insurance, dental insurance, and disability insurance premiums, the payments of which will be deducted from an employee's paycheck at his/her discretion.

20.4 Pensionable Wages means the basic salary or wages, including longevity, and deferred compensation under section 457 of the Internal Revenue Code, paid by the town to an employee, but excluding bonuses, overtime or any other nonregular payments.

ARTICLE 21.

HOURS AND OVERTIME

21.1 The regular work week for each full-time employee shall consist of forty (40) hours per week. A work week is defined as 12:01 am Monday thru midnight Sunday. Employees exceeding forty (40) "hours worked" in any week shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act ("FLSA") or the employee shall have the option of receiving compensatory time at time and one-half. For the purpose of this Article "hours worked" shall have the meaning as defined by the FLSA.

21.1.1 Employees may earn up to a total of two hundred and sixty-eight (268) hours of compensatory time, but may replenish the bank throughout the year. Subject to operational needs as determined by the Chief of Police or his designee, each employee may choose the option of being paid the remaining compensation bank balance on the last payroll of the fiscal year at the existing pay rate or continue the current balance of the compensation bank to the next fiscal year. Compensatory time off shall not be unduly denied.

21.1.1.1 Employees who are normally assigned to a 12-hour workday and work eighty-four (84) hours per pay period shall earn overtime for all hours worked in excess of eighty-four (84) hours in a pay period. Overtime compensation will not be paid, unless the normal pay period is actually worked in full or substituted by annual leave, military leave, compensatory leave, holiday leave, administrative leave, Kelly leave, Bereavement leave, Jury Duty leave, Contractual Personal Leave Days, or approved shift swaps. It is understood and agreed that paid absences for sick leave and disability leave shall not be included as part of the normal pay period work hours for purposes of computing eligibility for overtime payment, but

paid absences for other annual leave types will be included as part of the normal pay period hours worked for purposes of computing eligibility for overtime payment.

21.1.1.2 Employees who are normally assigned to an eighty (80) hour per pay period schedule shall earn overtime for all hours worked in excess of eighty (80) hours in a pay period. Overtime compensation will not be paid, unless the normal pay period is actually worked in full or substituted by annual leave, military leave, compensatory leave, holiday leave, administrative leave, Kelly leave, Bereavement leave, or Jury Duty leave, Contractual Personal Leave Days, or approved shift swaps. It is understood and agreed that paid absences for sick leave and disability leave shall not be included as part of the normal pay period work hours for purposes of computing eligibility for overtime payment, but paid absences for other annual leave types will be included as part of the normal pay period hours worked for purposes of computing eligibility for overtime payment.

21.1.1.3 All hours worked by an employee outside his/her regular schedule during a declared State of Emergency in Miami-Dade County or during a Critical Incident as determined by the Chief of Police or his designee shall be paid at the employee's premium overtime rate.

21.1.1.4 In the computation of work hours constituting the normal work week period, or work hours during a pay period, or overtime hours, the time spent by employees on Extra-Duty Jobs or authorized Secondary Employment shall not be included.

21.1.2 Employees will have the option of utilizing up to forty (40) hours of accrued compensatory time for the purpose of extending annual leave subject to the Chief of Police approval.

21.2 Shift rotation will be by seniority in rank and shall occur every six (6) months and will take effect during the months of October and April each year at the beginning of a biweekly payroll period. When shift rotation occurs, no employee shall be forced to work a continuous shift beyond a normal eight or twelve hours except during a declared emergency.

21.3 Shift assignments will be based upon operational needs, in accordance with Article 10, and shall not be punitive in nature.

21.4 When it is necessary for the Employer to require the employee to return to work, not on his/her assigned shift or not contiguous with his/her scheduled workday, the Employer agrees to compensate the employee for a minimum of three (3) hours pay at one and one-half times the employee's regular hourly rate of pay. When it is necessary for the department to require an employee to report to work directly before his/her scheduled workday or to work beyond the scheduled end of the employee's workday, the employee shall be compensated in accordance with the provisions of the FLSA.

21.5 For mandatory court appearances during off-duty hours related to an employee's employment with the Town, employees shall be provided with pay at the rate of one and one-half times the employee's regular hourly rate for such court appearances, with the following minimum hourly guarantees in accordance with section 21.1.1. and 21.1.12.21.5.1 During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed. However, if the employee's first court appearance begins within one (1) hour of the start of the employee's

shift or within one (1) hour of the end of the employee's shift, a minimum of two (2) hours per day shall be guaranteed.

21.5.2 For the employee's second off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 above applies, an additional two (2) hour minimum shall apply.

21.5.3 For the employee's third off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 or 21.5.2 above applies, an additional one (1) hour minimum shall apply.

21.6 Any employee who is called in to work reference a hurricane, storm related event or any other emergency as determined by the Chief of Police, shall be paid one (1) additional hour for travel time (from home to work) on the initial call out.

21.7 Any employee who is either under department or internal affairs investigation or who is required to appear as a witness to such investigation, who is required to appear on his/her normal off-duty hours, will be compensated at the overtime rate established in Paragraph 21.1 for the actual time spent in attendance at such investigation.

21.8 Notwithstanding the provisions of subsection 21.1, the Chief of Police may institute a work schedule for those bargaining unit members that work uniform patrol consisting of two (2) twelve (12) hour shifts per day. This schedule shall be designed, instituted and discontinued at the sole and absolute discretion of the Chief of Police. The Chief's decisions with respect to this schedule shall not be grievable or arbitrable.

21.8.1 In the event that the alternate schedule specified in subsection 21.8 is instituted, the following provisions shall govern hours of work and overtime for those bargaining unit members assigned to the twelve (12) hour shift: Eighty-four (84) hours in a fourteen (14) day cycle shall constitute the normal work period. Such hours shall be compensated at straight time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month. Employees who work in excess of eighty-four (84) hours in a fourteen (14) day cycle shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act (FLSA) and Section 21.1.1.1 "Hours worked" shall be determined in accordance with and as defined in the FLSA.

ARTICLE 22.

FRINGE BENEFITS

22.1 Permanent full-time employees will be provided, at no cost to the Employee, with full medical, surgical and hospitalization benefits equivalent to those paid to other Town employees. For those permanent full-time employees who request dependent medical coverage under the Town's plan, the Town shall pay 60% of the cost of such coverage. The Town provides other plan options that the employee will have the option of paying the difference.

22.2 Sick leave shall be earned at the rate of eight hours per month based on a forty (40) hour work week and added to the employee's sick leave bank. The remaining days of sick leave may be accumulated up to a maximum of 1050 hours. Sick leave may be used for the following reasons:

22.2.1 Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties contained in the employee's job description or assigned by the Town Manager or that he/she may be assigned by the Town Manager pursuant to Town ordinance.

22.2.2 Enforced quarantine when established by the Department of Health for the period of such quarantine.

22.3 Employees who terminate their employment after completion of ten (10) years of service will be paid 35% of their accumulated sick time. Employees who retire under regular retirement will be paid for 60% of their accumulated sick time. Employees who are killed in the line of duty will have 100% of their accumulated sick time paid to their survivors or heirs.

Employees who die of natural causes will have 75% of their accumulated sick time paid to their survivors or heirs. Accumulated sick leave shall be paid at the rate being earned at the time of termination, resignation or death. Employees who are terminated by the Town as a result of disciplinary action shall not be paid for any unused sick time.

22.4 Sick leave hours may be used to purchase prior law enforcement and/or military service in accordance to the provision of the Town's Retirement Plan. The request for cash conversion must be submitted to the Human Resources Director no later than August 15th of each fiscal year. The maximum conversion rate is at 35% for employees with 10 or more years of service or 60% for employees who retire under regular retirement.

22.5 Bereavement Leave: When there is a death in the immediate family of an employee, that employee shall be granted three (3) days off without loss of pay or benefits. If the funeral is out of state, an additional two (2) days shall be allowed. Employees may be asked to demonstrate that they actually attended the services or to the needs of the family to be eligible for the additional out of state leave time.

22.5.1 Immediate family is described as father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, grandparents, brother or sister, brother-in-law, or sister-in-law.

22.5.2 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.

22.3 Vacation leave is granted to full-time employees and is accrued as follows:

YEARS OF SERVICE

VACATION LEAVE

0 through 2 years

Ten (10) days per year. Eligibility for use of accrued vacation time begins only after successful completion of initial six (6) months of employment.

3 through 15 years

Fifteen (15) days per year.

Beginning at 16 years

Twenty (20) days per year.

22.3.1 The maximum amount of vacation leave that may be carried from one calendar year to the next is 300 hours. If, due to operational necessity, the Town prevents an employee who is at 300 hours from taking vacation leave before the end of the calendar year the unused vacation will be carried over to the new year. The unused vacation must be used within 90 days or be forfeited.

22.3.2 Seniority within each rank or classification shall be determinative in the scheduling of vacations.

22.6 Paid Parental Leave will be paid in accordance with the Town Administrative Policy.

ARTICLE 23.

UNIFORMS, SAFETY AND EQUIPMENT

23.1 All employees shall be furnished by the Town, at no cost to the employee a uniform. The uniform issued for law enforcement officers shall consist of four (4) pairs of trousers, one (1) hat, five (5) blue shirts, two (2) badges, cloth sewn-on name tag, a gun belt and accessories to include handcuffs and case, cartridge case and authorized ammunition, appropriate service weapon and holster, and one (1) winter jacket. A pair of shoes shall be provided each employee upon request. If shoes are requested, the employee shall wear the shoes with the uniform. All torn, worn, or damaged equipment shall be replaced, as needed by the employee, subject to approval of the Chief of Police. Each law enforcement officer shall be provided with department approved emergency medical first aid kits and gloves.

23.2 Any employee who shall incur any breakage, loss or damage to his/her uniform or personal equipment in the line of duty, and not through his/her own negligence, shall have it replaced by the Employer at no cost to the employee. Personal equipment only includes prescription glasses, contact lenses, non-prescription sunglasses, watches and wedding bands. The Employer shall provide the replacement/repair cost of personal equipment lost or damaged in the line of duty in accordance with the following schedule:

Prescription glasses/contacts	Full amount
Watches	\$ 75.00
Wedding Ring	\$ 75.00
Non-prescription sunglasses	\$ 20.00

23.3 The Employer shall provide for cleaning of uniforms at no cost to the employee.

23.4 Employees who are assigned to perform detective duties and required to wear non-issued clothing in the course of their job shall receive a clothing allowance of one hundred (\$100.00) dollars per month.

23.5 Upon the request of a sworn employee and once every five (5) years unless special circumstances the Town will provide up to \$750 for the purchase of a body armor vest.

23.5.1 Body armor vests will be replaced upon expiration of warranty, and in accordance with the same conditions set forth in section number 23.5.

23.6 To protect employees while they are away from their patrol cars, or when working off-duty jobs while in the Town of Surfside, the Employer will provide each employee with a two-way hand-held portable radio, if available. On-duty personnel shall have priority over employees on approved off-duty jobs.

ARTICLE 24.

WAIVER AND ZIPPER CLAUSE

24.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise specified in this Agreement, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

24.2 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its terms, except as may be otherwise provided herein.

24.3 The parties to this Agreement jointly agree that all matters of past practice and custom prior to the execution of this Agreement and not specifically included herein shall not be asserted by the Parties and shall not be considered to bind the parties, or have any cause or effect. No prevailing rights shall be acknowledged or asserted by either party during the life of this Agreement.

ARTICLE 25.

WORKERS' COMPENSATION / LIGHT DUTY

25.1 The Town agrees that in the event of an on-the-job disabling injury to an employee covered by this Agreement, that employee shall be entitled to supplemental pay from the Town in an amount in addition to their workers' compensation payment to so equal their normal weekly pay for the first ninety (90) working days of the period in which he/she is receiving workers' compensation. When an employee suffers an injury in the line of duty that is the direct result of responding to an emergency call for police assistance that involves felonious conduct, that employee shall be entitled to supplemental pay from the Town in an amount in addition to their workers' compensation payment to so equal their normal weekly pay for one-hundred eighty (180) working days of the period in which he/she is receiving workers' compensation. After the first ninety (90) working days of supplemental pay, or the first one hundred eighty (180) working days of supplemental pay based on employee eligibility, the employee may request additional supplemental pay from the Town Commission by making a request in writing to the Town Manager. The Town Commission shall determine eligibility pursuant to the Town Code. A representative of his/her own choosing may represent the employee at the eligibility hearing. Payments under this section will begin immediately with no interruption to the employee's regular pay. The work week for employees on workers compensation or on light duty status shall be calculated as a five-day forty-hour work week.

25.2 All employees who suffer any injury or who are exposed to toxic or hazardous substances during on-duty time or off-duty details shall immediately notify the communications operator and on-duty supervisor, then follow-up reporting in accordance with Town procedures. Failure to do so may result in a loss of benefits and incursion of penalties. All employees suffering on-the-job injuries as contemplated under Chapter 440, Florida Statutes, shall be

entitled to select their own physician for medical care from a list of practitioners approved by the Employer or its insurance carrier pursuant to Section 440.211, Florida Statutes. This does not preclude the Town and/or its insurance carrier from requiring certain medical examinations from doctors of their choice.

25.3 Any employee injured on the job shall be paid a full day's wages for the day of the accident if his/her treating physician advises that he/she could not or should not return to work that day.

25.4 Any employee who is returning to full time work from sick leave/Worker's Compensation leave may return to work in his/her assigned position upon the recommendation of his/her physician if he/she is able to perform the essential functions of their position. If the employee cannot perform the essential functions of his/her assigned position upon the recommendation of his/her physician, the employee may be allowed to return to work on light duty status if a light duty position is available. This placement of the employee in a position which does not require him/her to perform the essential functions of the job (light duty) will be made through a recommendation by a physician and may be approved by the Town Manager or the Chief of Police or his/her designee only if there is a reasonable expectation that the employee can perform the essential duties of the position within ninety (90) working days and maintain his/her current pay grade. The Town Manager or the Chief of Police or their designee, has discretion to approve light duty status based upon the recommendation of competent medical authority. The decision of the Chief of Police, Town Manager or his/her designee to assign or not assign light duty shall not be grievable.

25.5 Fitness for duty assessments are to be performed by the employee's physician and, if deemed necessary, by the Town's physician at the Town's expense.

If a conflict exists between both Doctors' assessments, a third-party medical professional shall be chosen by both sides for a final analysis as to the employee's fitness for duty, which will be binding on the parties.

25.6 An employee who does not return to work after remaining on medical leave for one (1) consecutive year or on family medical leave for twelve weeks will be terminated, notwithstanding the use of leave entitlements. In each situation, an individual assessment will be conducted by the Town to determine the employee's fitness for duty capabilities and, insofar as is practicable, if some reasonable form of accommodations can be made for a return to work without causing an undue hardship to the Town.

25.7 Employees who are on sick time, or who are on disability leave or workers' compensation, or light duty status who are observed engaging in activities inconsistent with claimed injuries or illnesses have demonstrated *prima facie* evidence of malingering and/or falsification of medical claims and may be disciplined, suspended, demoted or terminated. Additionally, any employee who receives compensation from the Town or its insurance carrier based upon a fraudulent claim shall reimburse the Town or the insurance carrier all funds received by the employee as a result of such fraudulent claim.

ARTICLE 26.

EMPLOYEE WELLNESS PROGRAM

26.1 Each member may voluntarily submit to a wellness physical examination at a location selected by the Town and at the Town's expense. Each Party recognizes that maintaining the health and fitness of the member can be a matter of life or death. Results of said wellness physical examination are confidential between the Wellness Center and the employee only and will not, under any circumstances, be furnished to the Town.

26.2 This wellness examination shall be yearly for all employees over the age of forty and every two years for employees under the age of forty.

ARTICLE 27.

DRUG TESTING

27.1 Whenever the Town, or any of its managerial or supervisory employees, has a reasonable suspicion that an employee in the bargaining unit represented by the FOP has reported for duty under the influence of alcohol or illegal drugs, been involved in an on-duty accident or assigned off-duty job incident where there is a reasonable suspicion that the employee has used controlled substances or alcohol is suspected, or has used alcohol or illegal drugs while on duty, or has used illegal drugs off duty, the Town may require the employee to furnish a urine, hair or blood specimen, for chemical analysis to determine the presence of illegal drugs or determine the presence of alcohol.

27.2 Reasonable suspicion testing shall be limited to circumstances where two (2) Police Department supervisory or Police Department managerial employees have reasonable grounds to suspect that the employee has recently used or is under the influence of alcohol on duty or illegal drugs on or off duty.

27.3 The Chief of Police or his/her designee shall approve any mandatory test for the presence of alcohol or illegal drugs pursuant to this paragraph.

27.4 An employee required to submit to a mandatory test for the presence of alcohol or illegal drugs shall be entitled to have a FOP or other employee representative present when the blood is drawn or when the urine specimen is obtained. However, under no circumstances will the taking of blood or taking of a urine specimen be delayed for more than one (1) hour to allow for the presence of a FOP or other employee representative. The collection will be conducted with as much privacy as possible to maintain assurance of a reliable chain of evidence.

If the laboratory is closed, the sample may be drawn at a hospital. The employee shall view the sealing and packaging of the sample and initial the same.

27.5 In addition to the "reasonable suspicion" testing provided for above, the Town may institute a program of random drug testing utilizing a computer-based program that will randomly select employees from the bargaining unit with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three (3) times in any calendar year. The Town shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site.

27.6 The parties agree to be bound by the Drug-Free Workplace Act as set forth in Chapter 440 and Chapter 112 of the Florida Statutes, and the Drug-Free Workplace Standards promulgated by the Agency for Health Care Administration.

27.7 All tests for the presence of illegal drugs shall be conducted using recognized technologies. In the event an employee's initial test results are positive (i.e., indicate the presence of an illegal drug), a second test will be conducted utilizing a different procedure, the Gas Chromatography/mass Spectrometry (G.C.M.S.) except that alcohol will be confirmed using Gas Chromatography testing method. A certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. The MRO for the Town will be designated by Mt. Sinai Medical Center Occupational Health Department or an alternate as may be determined by the Town. Confirmed positive results will only be communicated to the Town's Human Resources Director after the MRO has ascertained that personal prescriptions or other legal substances do not account for the

laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments. The standards to be used for employee drug testing are as established by Florida Administrative Code Rules 59A-24 and 11B-27.

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances listed in Schedule I through V the Controlled Substance Act, 21 U.S.C. 812 may be tested for on behalf of the Town. In any event, they will be tested at levels according to generally accepted toxicology standards.

Copies of the test results shall be made available to the employee, upon the employee's request, at the Town Police Station within twelve (12) hours after the Town has received the test results. Additionally, if the employee so requests, within twelve (12) hours after the test results have been made available, he/she shall be given a sample of the specimen tested.

27.8 It is understood and agreed that the employees in the bargaining unit represented by the FOP are prohibited from using illegal drugs on or off duty. "Illegal drugs" means any controlled substance as defined in the Drug-Free Workplace Standards Act and, not used in accordance with a lawful prescription.

27.9 The results of such tests shall be handled as if part of an internal affairs investigation. The taking of a blood, hair or urine specimen from an employee does not

constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes, unless questions are asked at the time the blood alcohol test or urine specimen is taken.

ARTICLE 28.

JOB DESCRIPTION AND APPEAL

28.1 No employee covered by this Agreement shall be required to do work outside his/her classification, except under emergency conditions as declared by the Town Manager or authorized representative.

28.2 Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the Town of Surfside shall discuss with the Union the proposed change in job description. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

28.3 If the Union is not satisfied with the proposed change, it may in writing, within five (5) days of the conclusion of the discussion stated in Section 28.2 above, request a meeting with the Town Manager. The meeting shall be held at a mutually agreeable time, within thirty (30) days.

28.4 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally within present job descriptions. The Town of Surfside may assign tasks and duties which involve minor and occasional variations from the job descriptions to employees, so long as the tasks and duties assigned fall within skills and other factors common to the classification.

ARTICLE 29.

FLORIDA LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

29.1 To the extent not contractually modified in Article 9 of this Agreement, Sections 112.531, 112.532, 112.533 and 112.534, Florida Statutes, known as the "Florida Law Enforcement Officer's Bill of Rights," as may be amended from time to time, are applicable to this Agreement. Any violation of the above-referenced Florida Statutes shall be redressed through applicable judicial proceedings and shall not be subject to the grievance or arbitration provisions of the Agreement.

ARTICLE 30.

SEVERABILITY CLAUSE

30.1 If any provision, section, subsection, service, clause, or phrase of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such invalidity and shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into Agreement without such invalid portion or portions.

ARTICLE 31.

RETIREMENT PLAN

31.1 The Town agrees to maintain a defined benefit pension plan (the "Plan") for members of the bargaining unit as set forth in Section 2-171 through 2-193 of the Town Code.

31.2 As soon as practicable following ratification of this Agreement, the Town shall amend the Plan as follows:

31.2.1 Normal retirement date for police officers shall be:

- The attainment of age 50 and the completion of 20 years of creditable service; or
- The attainment of age 59 and the completion of 5 years of creditable service; or
- The completion of 25 years of creditable service; or
- The completion of 15 years and four months of service if hired on a fully time basis in March 2003.

31.2.2. Cost of living adjustments for retired members and their beneficiaries shall be two percent (2%) for those members who retire or enter the DROP after ratification of this Agreement. All other provisions of Section 2-192 will remain the same.

31.2.3 The parties mutually consent that Chapter 185 premium tax revenues shall be used as follows:

- All unallocated funds held by the Plan on or before December 31, 2018 shall be allocated to the Special police retirement trust fund

contained in Section 2-187 of the Town Code in accordance with the provisions set forth therein.

- Beginning October 1, 2019 and each year thereafter, the first \$18,309 in Chapter 185 premium tax revenues received by the Plan shall be allocated in accordance with Section 2-187 of the Town Code. Any premium tax revenues received each year in excess of that amount shall be divided evenly between the Plan members and the Town. The portion belonging to the members shall be allocated to the members in accordance with Section 2-187 of the Town Code. The portion belonging to the Town shall be used to offset the Town's contribution to the Plan.

ARTICLE 32.

PROBATIONARY EMPLOYEES

32.1 New Employees:

32.1.1 All new full-time employees of the Department shall be deemed in a probationary status for twelve (12) months, beginning with the first day of employment with the Town as a State Certified Police Officer or Communications Operator, or Communication Supervisor

32.1.2 An employee's probationary period shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

32.1.3 The Town shall notify, in writing, the probationary employee of his/her completion of the probationary period. Failure to notify the employee shall not extend the probationary period. The probationary period may be extended by the Chief of Police at his/her sole discretion up to a maximum of six (6) months.

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

32.2 Promotions

32.2.1 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 effective date of the promotion.

32.2.2 An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g. sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

32.2.3 Upon completion of the promotional probationary period, the Chief of Police or his/her designee shall make a determination as to whether the employee shall become permanent in the position to which he/she was promoted. In the event the Chief of Police or his/her designee fails to make a positive recommendation, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final with no rights of appeal to any authority including the grievance procedure contained in this Agreement.

ARTICLE 33.

TERM OF AGREEMENT

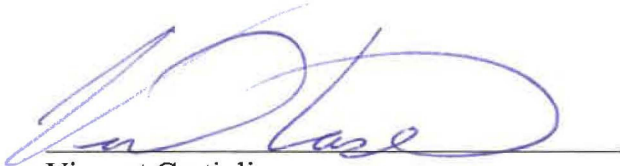
33.1 Except as specifically provided otherwise in Article 19, this Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2022 unless amended in writing by mutual agreement of the parties.

ARTICLE 34.

SIGNING OF AGREEMENT

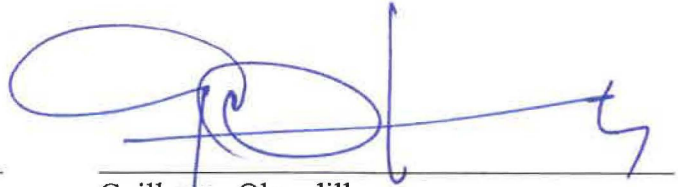
AGREED TO this 21st day of February, 2020, by and between the respective parties through an authorized representative or representatives of the Union and by the Town Manager, as directed by the Town Commission.

FOR THE FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE




Vincent Castiglia
FOP Staff Representative

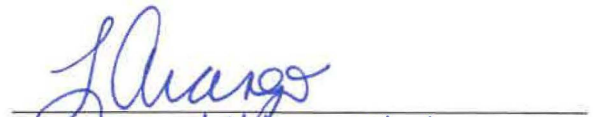
FOR THE TOWN OF SURFSIDE,
FLORIDA



Guillermo Olmedillo
Town Manager



Tammy Campbell
Local Representative



Lily Arango *LILLIAN M. ARANGO*
Town Attorney

ADDENDUM "A"

DEFERRED RETIREMENT OPTION PROGRAM

The Town has established a Deferred Retirement Option Program ("DROP") for members of the Town's pension plan who are either sworn law enforcement officers or dispatchers (communications supervisor and communications operators) as follows:

A. A sworn law enforcement officer or dispatcher 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 sixty (60) 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 sixty (60) 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 sixty (60) months from the date the sworn law enforcement or dispatcher 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 Plan 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 Plan and membership in the Plan 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.

Addendum "B"
Fraternal Order of Police Collective Bargaining Agreement
October 1, 2019
Pay Table Minimums

Police Officers

Steps	FY 2019		2% COLA Year 1		2% COLA Year 2		2% COLA Year 3	
	FY 2020		FY 2021		FY 2022		FY 2022	
**Starting	\$ 57,714.42	\$ 27.7473	\$ 58,868.71	\$ 28.3023	\$ 60,046.08	\$ 28.8683	\$ 61,247.00	\$ 29.4457
1	\$ 63,485.88	\$ 30.5221	\$ 64,755.60	\$ 31.1325	\$ 66,050.71	\$ 31.7551	\$ 67,371.72	\$ 32.3903
2	\$ 66,660.17	\$ 32.0482	\$ 67,993.37	\$ 32.6891	\$ 69,353.24	\$ 33.3429	\$ 70,740.31	\$ 34.0098
3	\$ 69,993.18	\$ 33.6506	\$ 71,393.04	\$ 34.3236	\$ 72,820.90	\$ 35.0101	\$ 74,277.32	\$ 35.7103
4	\$ 73,492.84	\$ 35.3331	\$ 74,962.70	\$ 36.0398	\$ 76,461.95	\$ 36.7606	\$ 77,991.19	\$ 37.4958
5	\$ 77,167.50	\$ 37.0998	\$ 78,710.85	\$ 37.8418	\$ 80,285.07	\$ 38.5986	\$ 81,890.77	\$ 39.3706
6	\$ 81,025.88	\$ 38.9548	\$ 82,646.40	\$ 39.7338	\$ 84,299.33	\$ 40.5285	\$ 85,985.31	\$ 41.3391
7	\$ 83,454.35	\$ 40.1223	\$ 85,123.44	\$ 40.9247	\$ 86,825.91	\$ 41.7432	\$ 88,562.42	\$ 42.5781
8	\$ 85,960.35	\$ 41.3271	\$ 87,679.56	\$ 42.1536	\$ 89,433.15	\$ 42.9967	\$ 91,221.81	\$ 43.8566

**Starting Salary for Certified Police Officer

Communications Operators

Steps	FY 2019		FY 2020		FY 2021		FY 2022	
	Starting	\$ 37,077.32	\$ 17.8256	\$ 37,818.87	\$ 18.1821	\$ 38,575.24	\$ 18.5458	\$ 39,346.75
1	\$ 38,931.20	\$ 18.7169	\$ 39,709.82	\$ 19.0913	\$ 40,504.02	\$ 19.4731	\$ 41,314.10	\$ 19.8625
2	\$ 40,877.75	\$ 19.6528	\$ 41,695.31	\$ 20.0458	\$ 42,529.21	\$ 20.4467	\$ 43,379.80	\$ 20.8557
3	\$ 42,921.63	\$ 20.6354	\$ 43,780.06	\$ 21.0481	\$ 44,655.66	\$ 21.4691	\$ 45,548.78	\$ 21.8985
4	\$ 45,067.72	\$ 21.6672	\$ 45,969.07	\$ 22.1005	\$ 46,888.46	\$ 22.5425	\$ 47,826.23	\$ 22.9934
5	\$ 47,321.11	\$ 22.7505	\$ 48,267.53	\$ 23.2055	\$ 49,232.88	\$ 23.6697	\$ 50,217.54	\$ 24.1430
6	\$ 49,687.17	\$ 23.8881	\$ 50,680.91	\$ 24.3658	\$ 51,694.53	\$ 24.8531	\$ 52,728.42	\$ 25.3502

Sergeants

Steps	FY 2019		FY 2020		FY 2021		FY 2022	
	Starting	\$ 92,499.83	\$ 44.4711	\$ 94,349.83	\$ 45.3605	\$ 96,236.82	\$ 46.2677	\$ 98,161.56
1	\$ 93,574.11	\$ 44.9876	\$ 95,445.59	\$ 45.8873	\$ 97,354.50	\$ 46.8051	\$ 99,301.59	\$ 47.7412
2	\$ 94,648.40	\$ 45.5040	\$ 96,541.37	\$ 46.4141	\$ 98,472.20	\$ 47.3424	\$ 100,441.64	\$ 48.2892
3	\$ 95,831.51	\$ 46.0728	\$ 97,748.14	\$ 46.9943	\$ 99,703.10	\$ 47.9342	\$ 101,697.17	\$ 48.8929
4	\$ 97,014.60	\$ 46.6416	\$ 98,954.89	\$ 47.5745	\$ 100,933.99	\$ 48.5260	\$ 102,952.67	\$ 49.4965
5	\$ 98,227.29	\$ 47.2247	\$ 100,191.84	\$ 48.1692	\$ 102,195.67	\$ 49.1325	\$ 104,239.59	\$ 50.1152
6	\$ 99,439.97	\$ 47.8077	\$ 101,428.77	\$ 48.7638	\$ 103,457.34	\$ 49.7391	\$ 105,526.49	\$ 50.7339