



COLLECTIVE BARGAINING AGREEMENT

For The Period

October 1, 2010 - September 30, 2013

BETWEEN

THE VILLAGE OF SEA RANCH LAKES

And

THE BROWARD COUNTY POLICE

BENEVOLENT ASSOCIATION

For

THE SEA RANCH LAKES POLICE DEPARTMENT

POLICE OFFICERS BARGAINING UNIT

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ARTICLE 1

EMPLOYEE ORGANIZATION AGREEMENT – RECOGNITION

- 1.1: THIS AGREEMENT is entered into by the Village of Sea Ranch Lakes FLORIDA, a municipal corporation, hereinafter referred to as the “Village” and the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC. hereinafter referred to as the “Union” or “Employee Organization”.
- 1.2: The Village hereby recognizes the Union as the exclusive bargaining representative for those employees of the Department of Police described as follows:

Included in the Bargaining Unit:

All FULL TIME sworn Police Officers in the ranks of Police Officer and Police Sergeant.

ARTICLE 2

NON-DISCRIMINATION

- 2.1: No employee covered by this Agreement will be discriminated against by the Village because of membership in the PBA or authorized activity as required in this Agreement on behalf of the PBA.
- 2.2: The PBA will not discriminate against employees covered by this Agreement on the basis of their refusal to become a PBA member.
- 2.3: Both the Village and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, handicap and religion. The Village will establish procedures to resolve alleged cases of discrimination. The parties to this agreement recognize that existing and adequate procedures established by Broward County, the State of Florida and the Federal Government to address issues of discrimination. Accordingly, it is agreed by the Parties that allegations of employment discrimination cannot be processed through contractual grievance/arbitration procedure.

ARTICLE 3

VILLAGE AND UNION REPRESENTATION

- 3.1: The Village shall be represented by the Mayor and/or his designee, in all matters of collective bargaining. The Village agrees to notify the Union of any changes in designee, whenever such changes are made.
- 3.2: The Union shall be represented by the Union President, and/or his designee, in all matters of collective bargaining. The Union agrees to notify the Manager (or his designee) and the Chief of Police of any change in representatives, whenever such changes are made.
- 3.3: The Village and the Union agree that there will be no negotiations attempted or entered into between any persons other than those indicated above. Any attempt to circumvent the proper bargaining process shall be deemed an unfair labor practice and shall result in appropriate charges being filed against the offending party.
- 3.4 The village agrees to release the department's elected PBA representative for regularly scheduled union activities where they conflict with assigned work hours. Excluding negotiations with the village the time awarded shall not exceed forty (40) hours per year.

ARTICLE 4

PAYROLL DEDUCTION OF DUES

- 4.1: On receipt of a lawfully executed written authorization from an employee, on a form approved by the Village, the Village will deduct each pay period from the employee's pay, the amount so specified by said employee, but not less than regular dues.
- 4.2: The Village will remit to the Union Treasurer such sums every second pay period together with a list of employees for whom deductions were made.
- 4.3: Changes in the Union's membership dues rate shall be certified to the Village, in writing, over the signatures of the authorized officer or officers of the Union, at least thirty (30) days in advance of the effective date of such charge.
- 4.4: Any employee may revoke, in writing, within thirty (30) days prior notice to the Village and the Union, his authorization for dues deductions.
- 4.5: The Union will indemnify, defend and hold the Village harmless against any claims made and against any suit instituted against the Village on account of the Check-off of Union dues.

ARTICLE 5

LETTERS OF REPRIMAND AND COUNSELING

- 5.1: Members covered by this Agreement shall receive a copy of any letter of reprimand or notice of counseling, which is hereafter placed in the member's official personnel file. Within ten (10) calendar days of issuance of such a letter of reprimand or notice of counseling, a member may file a written response thereto which shall be placed in that member's official personnel file with the letter of reprimand or notice of counseling. Any written response from a member in accordance with this Article shall be submitted in appropriate and temperate language. The Village agrees that a notice of counseling is not discipline but guidance only.
- 5.2: Letters of reprimand shall be issued, where warranted, for omission or commission of offenses, within fifteen (15) calendar days:
- a) of the date of the alleged offense; or
 - b) of the date of supervisory knowledge of the alleged offense; or
 - c) of the date of completion of the supervisor's investigation, where the matter is investigated by a supervisor; or
 - d) the date of completion of an internal investigation, where the matter has been referred for internal investigation.
- 5.3: During normal business hours, members shall have access to their official personnel file in the Police Chief's Office.

ARTICLE 6

RULES AND REGULATIONS

The Parties agree that each member of the Bargaining Unit will be provided with a copy of the Departmental Rules and Regulations formulated subsequent to the execution of this Agreement.

Any new departmental rules and regulations shall be distributed to members within thirty (30) days after formal adoption or as soon as practical thereafter. Employees will sign for their copy of rules and regulations.

ARTICLE 7

NO STRIKE

The Village and the PBA agree that there shall be no strike, walkout or slowdown promoted or instigated by the PBA, its officers or its membership. No employee shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organization.

ARTICLE 8

MANAGEMENT RIGHTS

Except as otherwise provided by this Agreement, the PBA recognizes the unilateral rights and obligations of the Village to perform certain functions. Those functions include, but are not limited to, the following and are grievable or negotiable only to the extent that the aforementioned specific limitations apply.

- A. To manage and direct all employees of the Village and the police department and determine the standards and qualifications therefore;
- B. To hire, lay off, rehire, promote, transfer, schedule, assign and retain employees in positions with the Village;
- C. To suspend, demote, discharge or take other disciplinary action for just cause against employees subject to this agreement;
- D. To maintain the efficiency of the operations of the Village and the police Department;
- E. To determine the structure and organization of Village government, including the right to supervise, subcontract, expand, consolidate or merge any department and to alter, combine, or reduce any division thereof;
- F. To determine the number of all employees who shall be employed by the Village;
- G. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand, or cease any position;
- H. To determine internal security practices;

ARTICLE 8 - MANAGEMENT RIGHTS - CONTINUED

- I. Control the use of equipment and property of the Village;
- J. Fill any job on an emergency or interim basis;
- K. Formulate and implement department policy, rules and regulations; and
- L. Introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.
- M. If the Village fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the Village's right to exercise any or all of such functions. However, the Village recognizes its obligation to impact bargain upon request of the PBA, and identification of the impact issues required by law to be negotiated.

ARTICLE 9

HOURS OF WORK

The following provisions shall govern hours of work:

- 9.1: A twenty eight (28) day cycle shall constitute the normal work period. Such hours shall be compensated at straight time, consistent with the Fair Labor Standards Act. Nothing herein shall guarantee a minimum number of hours per Day, per week or per month.
- 9.2: Members shall work a schedule of four (4) ten (10) hour days followed by four (4) regular consecutive days off. This work schedule is and shall remain consistent with current practice.
- 9.3: For the purposes of this contract, any Police Officer assigned to the work schedule described in Article 9.2 shall be deemed a full time employee for the purpose of receiving all rights and benefits described in this agreement.
- 9.4 Any member directed to remain past their normal ten (10) hour tour or directed to report early due to a Departmental necessity shall be compensated at a rate of one and a half times the employee's normal hourly rate.
- The forgoing shall not apply to voluntary "coverages" done by/between employees at their request or to any voluntary coverage that exceeds the four (4) day work cycle except as found in section 9.1 of this contract.
- 9.5 Employees directed to report for duty on an unscheduled call-in will be compensated at a minimum of a four (4) hour call back or on an hour-for-hour basis, which ever is greater. Employees covered by section 9.4 will be compensated consistent with that section (9.4).
- 9.6 The current practice of allowing members to take non compensatory time off (without compensation) commonly referred to as " NO PAY DAYS" is authorized and continued. Said days shall not occur without the expressed prior approval of the Chief of Police or his designee.

ARTICLE 10

POLICE OFFICER'S BILL OF RIGHTS

The Police Officer's Bill of Rights, Florida Statute 112.532, is incorporated herein its entirety as part of this Collective Bargaining Agreement. Should the statute be amended during the term of this Agreement, such amendment shall automatically be incorporated herein.

Both parties agree that an officer under investigation shall be specifically informed of the nature of the complaint and have the opportunity to review all written and tape statements of complaints and witness prior to providing any compelled statement.

ARTICLE 11

BULLETIN BOARDS

- 11.1: The PBA shall be provided a space for a bulletin board in the police department office where member employees normally are assigned to work. This board shall be for the use of the PBA.

This bulletin board shall be used for posting:

- A. Notices of PBA recreational and social affairs.
- B. Notices of PBA elections and results of such elections.
- C. Notices of PBA appointments and other official Association business; and
- D. Notices of PBA meetings.
- E. Notices related to the good and welfare of members.

- 11.2: All costs incident to preparing and posting of PBA materials will be borne by the PBA. The PBA is responsible for posting and removing approved material on its bulletin board and for maintaining such a bulletin board in an orderly manner.

ARTICLE 12

GRIEVANCE PROCEDURES AND ARBITRATION

- 12.1: In a mutual effort to provide a harmonious working relationship between the Parties to this Agreement, the Parties agree that there shall be a procedure for the resolution of grievances between the Village and members of the bargaining unit. This procedure shall cover both grievances involving application or interpretation of this Agreement and grievances involving discharge, suspension over five (5) days or demotion taken by the Village upon just cause.
- 12.2: Every effort will be made by the Parties to settle any grievance as expeditiously as possible and each will observe the time limits as set out in the grievance steps set forth in this Article. All reference to days for the purpose of filing or advancing a grievance through the steps set out below shall refer to calendar days.
- 12.3: Grievances shall be presented in the following manner:

Step 1:

The member shall first take up his grievance with his Squad Supervisor within fifteen (15) days of the occurrence of the event (s) which gave rise to the grievance. Such meeting between the member and his Squad Supervisor shall be on an informal and oral basis. The Squad Supervisor shall provide a written decision within ten (10) days of this meeting.

Step 2:

Any grievance not satisfactorily settled with the Squad Supervisor shall be reduced to writing and be filed with the Police Chief within ten (10) days of the members receipt of his/her Squad Supervisor's written decision. The written grievance shall contain the following: (1) facts upon which Grievance is based and (2) statement of remedy sought. This shall be done either through the Union or by the member himself/herself. The Grievance shall be discussed in a meeting between the member, the Union and the Police Chief within (5) days from the date of submission of the written grievance. Within ten (10) days after this meeting, the Police Chief shall render his decision in writing, with a copy to the Union.

GRIEVANCE PROCEDURE CONTINUED:

Step 3:

In the event the written grievance is not satisfied with the disposition of the Police Chief at Step 2, the member or the Union shall have the right to appeal the Police Chief's decision to the Mayor or his designee within five (5) of the date of receipt of the Police Chief's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the member or the Union, requesting that the Chief of Police's decision be reversed.

The Mayor or his designee, shall within ten (10) days of the filing of the appeal (or some longer period of time mutually agreed upon by the Parties), render his decision in writing with a copy to the Union.

- 12.4: In the event this grievance procedure is used to pursue a grievance over Discharge, suspension or demotion, the grievance shall be filed directly with the Police Chief at Step 2 of the grievance procedure, within the same time limits as for the initial filing of a grievance at Step 1, the arbitration procedure set forth below shall also apply.
- 12.5: Where a grievance is general in nature, in that it applies to a number of members rather than a single member, or if the grievance is directly between the Union and the Village, such grievance shall be presented in writing directly to the Chief of Police, within the time limits provided for the submission of a grievance in Step 1. The grievance shall be signed by the Union processed in accordance with the procedures set forth in Steps 2 and 3.
- 12.6: In the event a grievance processed through the procedure set forth above has not been resolved, the aggrieved party may file a written demand for arbitration with the Mayor or his designee within fifteen (15) days of the receipt of the written decision of the (7) days of its receipt, the Parties shall request the Federal Mediation and Conciliation Service furnish a panel of seven (7) names from which each party shall have the option of alternately striking three (3) names, thus leaving the seventh (7th), who shall be the neutral or impartial arbitrator to resolve the grievance.
- 12.7: Any arbitration hearing conducted pursuant to this Article shall be held no more than ninety (90) days from the date the parties mutually choose an impartial arbitrator to hear the matter. The Parties agree that only grievances from discharge from employment shall require submission of post hearing briefs.

GRIEVANCE PROCEDURE CONTINUED:

- 12.8: The Village and the PBA shall mutually agree in writing as to the statement of the issue presented by grievance to be arbitrated prior to the arbitration hearing. The arbitrator, thereafter, shall confine his decision to the particular grievance 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 consideration and determination to the written statement of the grievance at Step 3 and shall also consider any issues or defenses raised by the Village in its response (s) to the grievance. The arbitrator's decision will be final and binding on the Village, the Union and the aggrieved employee (s).
- 12.9: The arbitrator may not issue declaratory opinions.
- 12.10: Unless otherwise agreed to by both parties, grievances under this collective bargaining agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an arbitrator for Decision in any given case.
- 12.11: 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 shall be borne equally by the parties. The expense 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.
- 12.12: A probationary employee may not grieve any disciplinary matter under this article.
- 12.13: Settlement of grievances prior to the issuance of an arbitration award shall not constitute a precedent nor shall it constitute an admission that the Agreement has been violated.

ARTICLE 13

COURT TIME

- 13.1: Any member who is required to appear as a witness as a result of employment with the Village, shall be entitled to the following:
- A. Regular pay if called to testify during regularly scheduled work hours.
 - B. Consistent with current policy a minimum four (4) hours at the member's straight rate of pay, if called to testify outside the employee's regular hours of work.
 - C. In such cases, the member will be permitted to keep any witness fee received.
 - D. In any instance where the member's appearance exceeds the four-hour (4 hr) minimum he/she will be compensated on an hour for hour basis
- 13.2: Any member subpoenaed to appear as a witness in a case not involving the Village and not directly related to the employee's personal affairs, (such as performing a civic duty as a witness to a crime or an accident) will be allowed Village time off with pay for this purpose.
In such cases, if the employee is on duty, the employee will submit the witness fee received to the Village's Finance Department. Travel expenses received will be kept by the employee if the employee uses his/her private vehicle. If the employee is off duty, all witness fees and travel expenses will be kept by the employee.
- 13.3: The obligation of this section shall not apply to an employee testifying in any labor relations matters, arbitration, unfair labor practice or testifying in any proceeding on behalf of the PBA, except as otherwise provided in Article 12, Grievance and Arbitration Procedure.
- 13.4: Time off to respond to a subpoena to appear as a witness in a case related to an employee's personal affairs will be at the employee's own expense and accrued leave. Such leave shall not be denied.

ARTICLE 14

MILEAGE

- 14.1: Whenever a member of the bargaining unit is required or otherwise authorized by the Chief of Police to use that member's privately owned vehicle in the performance of official duties, that member shall be compensated at the rate of thirty-five (35) cents per mile.
- 14.2: When available, the employee will be offered the choice between mileage reimbursement or use of a Village vehicle.

ARTICLE 15

SERVICE AWARDS

- 15.1: The Village will provide awards for outstanding service (i.e. saving a life). These awards will be in the form of medals or campaign ribbons, and Officer Of the Month awards, whichever the Village deems appropriate.
- 15.2: Such presentation will be made at a regular Village Council meeting. Attendance at such event shall be without compensation if the officer awarded is not on duty at that time.

ARTICLE 16

SEVERABILITY CLAUSE AND PROHIBITION AGAINST REOPENING OF NEGOTIATIONS

- 16.1: Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, 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. The parties agree to immediately meet and confer concerning any invalidated provision (s).
- 16.2: Except as specifically provided in this Agreement, neither party hereto shall be permitted to reopen or renegotiate Agreement or any part hereof. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours and terms and conditions of employment as well as all other matters which were or could have been negotiated prior to the execution of this Agreement.

ARTICLE 17

SUCCESSORS

- 17.1 In the event the Village transfers or assigns any of its facilities to another political subdivision, and such transfer or assignment could result in the layoff, furlough or termination of members covered by this bargaining agreement, the Village shall make its best effort and attempt in good faith to arrange for the placement of such members with the new Employer. The Village shall notify the Union in writing at least sixty (60) days in advance of any such transfer or assignment.

ARTICLE 18

EMPLOYEE RIGHTS

- 18.1: Bargaining unit employees shall have the right to join the Union and to engage in lawful concerted activities for the purposes of meeting conferring with representatives of the Village for mutual aid and protection concerning conditions of employment or wages. This shall include the right to express or communicate in temperate language any view, grievance, complaint or opinion, related to the conditions or compensation of employment or its betterment, all free from any restraint, coercion, discrimination or reprisals. There shall be no restraint, discrimination, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Union by virtue of his/her holding office or not holding office in the Union. This provision shall be applied to all employees by the Village and the Union.
- 18.2: Job benefits heretofore authorized by the Village Council and continuously enjoyed by all the employees covered by this Agreement (and which are not specifically provided for, modified or abridged by this Agreement) shall continue under the conditions upon which they have previously been granted. This Agreement shall not be construed to deprive any employee of benefits or protection granted by the laws of the State of Florida, ordinances of the Village, or under the Personnel Rules and Regulations of the Village in effect at the time of the execution of this Agreement, unless amended as provided for in this Agreement.

ARTICLE 19

POLITICAL ACTIVITY

- 19.1: There shall be no discrimination against any employee covered by this Agreement by reason of political affiliation.
- 19.2: No employee covered by this Agreement shall, directly or indirectly, solicit or take part in soliciting an assessment, subscription or contribution of any employee of the Village for any political organization or purpose during work hours or on Village property.

ARTICLE 20

VEHICLE SAFETY AND EQUIPMENT

- 20.1 The Village will make a good faith effort to maintain police vehicles, issued equipment and police facilities in safe working order.
- 20.2 Fleet vehicles will be full size autos meeting all standard state contract requirements.

ARTICLE 21

ANNUAL LEAVE

- 21.1: Employees covered by this Agreement shall upon completion of one year of service be entitled to eight (8)-ten (10) hour Annual Leave Days (vacation).
- 21.2: An employee may elect to redeem all or any part of accrued annual leave (vacation) Earned in the prior year.
- 21.3: If an employee's scheduled vacation is involuntarily cancelled due to the Village's personnel needs, occasioned by civil disorder or emergency, the employee shall be permitted to reschedule at a mutually agreeable time. If a rescheduled time cannot be mutually agreed upon, the Village shall redeem by payment that period of scheduled vacation time that had been cancelled.
- 24.7 Upon separation from service, all employees will be compensated for accrued annual leave earned within that calendar year. Payment will be calculated on a prorated monthly or part- there- of-basis.

ARTICLE 22

UNIFORM AND CLOTHING MAINTENANCE ALLOWANCE

- 22.1 The Village agrees to the payment of a uniform allowance to be advanced at the time of hire; pursuant to Article 9.3. This one time initial allowance, shall be in the amount of six hundred dollars (\$600). As the purpose of this allowance is to assist in the cost associated with an initial uniform/equipment acquisition, the payment shall be made as:
- a draw on account and/or
 - reimbursement for documented expenditures
 - Thereafter new employees will be compensated pursuant to the regular payment schedule (April & October), the initial new hire payment will not effect receipt of regular payments
- 22.2 The City will repair or replace officer's personal prescription eyeglasses, sunglasses or wristwatches, damaged, destroyed or lost in the line of duty, up to a maximum cost of \$125.00. each. The City will not be responsible for repair or replacement of officer's personal prescription eyeglasses, sunglasses or wristwatches, damaged, destroyed or lost due to the officer's own negligence.
- 22:3 All members of the bargaining unit will receive a uniform maintenance allowance of \$600.00 per fiscal year to be paid in two installments on October 1 and April 1 of each fiscal year.

ARTICLE 23

BEREAVEMENT LEAVE

- 23.1: In the event of a death in the immediate family, an employee will be granted THREE (3) working days with pay; such leave shall not be charged to sick leave or vacation leave, or any other earned leave, but shall be in addition thereto. The City reserves the right to request proof of death upon employee's return to duty.
- 23.2: Immediate family is defined as:
- A) Father or grandfather or father-in-law
 - B) Mother or grandmother or mother-in-law
 - C) Husband or wife
 - D) Son or daughter
 - E) Brother or sister
 - F) Brother-in-law or sister-in-law
 - G) Any relative residing in the employees home
- 23.3: An employee eligible for bereavement leave pursuant this Article resulting from a death that occurred, or a funeral that is being held, outside of the State of Florida may apply to the Village Mayor or his designee for additional bereavement leave as may be required by individual circumstances.

ARTICLE 24

SICK LEAVE

- 24.1** Sick Leave is accrued as follows: Ten (10)-Ten hour tours per calendar year worked by members covered by this agreement.
- 24.2** Sick leave used shall be charged against the member's account on an hour-for-hour basis.
- 24.3** Members may accrue/maintain a balance of six hundred (600) sick hours. Sick time accrued above this level to a maximum of seven hundred (700) hours is authorized. Affected employees will then be compensated per the applicable article/subsection 24.4 or 24.6.
- 24.4** Members shall be entitled to liquidate up to 600 hours of accrued sick leave upon termination of employment with the Village as setout below:

<u>Years of Completed Service</u>	:	<u>Percentage of Sick Leave Paid</u>
Less than Ten (10) Years:	@	50%
Ten (10) Years or more:	@	100%

Under this provision a member may elect to cash out any or all of his/her accrued sick leave upon:

1. separation from service
- or
2. upon written request

- 24.5** At the employee's discretion, accrued sick time may be donated to another Village Employee in need of such time to cover a prolonged or long-time illness/injury absence.
- 24.6** Employees may sell back to the village any sick time earned in excess of SIX (600) hundred hours at a rate equal to the employees hourly pay rate.
- 24.8** Upon separation from service, all employees will be compensated for accrued sick leave earned within that calendar year. Payment will be calculated on a prorated monthly or part-there-of-basis.

ARTICLE 25

MEDICAL ALLOWANCE PROGRAM

25.1 As per current practice all full time members covered by this contract will receive compensation for a medical benefit as follows:

- October **2010**: One Hundred And Thirty Dollars Per Month **(145.00)**
- October **2011**: One Hundred And Forty Dollars Per Month **(145.00)**
- October **2012**: One Hundred And Forty Five Dollars Per Month **(145.00)**

ARTICLE 26

HOLIDAYS AND HOLIDAY PAY.

26.1: Consistent with current practice, the following legal holidays shall be observed in the manner indicated below:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Fourth of July

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

26.2: All members covered by this Agreement shall receive ten (10) hours of holiday pay for each scheduled holiday.

ARTICLE 27

SENIORITY

- 27.1: The term "rank" when used, in this Article, shall mean Police Officer or Police Sergeant respectively. Rank Seniority shall be determined by date of appointment.
- 27.2: In the event of a layoff for any reason members shall be laid off in the inverse order of Rank Seniority in the affected rank (s). Members who are to be laid off who have advanced to their present rank from a lower rank in which they held a permanent appointment, shall be offered a position in a lower rank for which the member is qualified. Seniority in the lower rank shall be established according to the date of the employee's permanent appointment to that rank. Members who do not accept a lower rank shall be terminated. Members shall be reinstated according to seniority in the rank from which the employee was laid off. Members who do not accept reinstatement shall be terminated.
- 27.3: Vacations shall be picked by rank seniority among members of each rank. The Chief of Police shall have the sole right to determine how many members of each rank can be on vacation at any one time. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any given period in the event of disaster or emergency.
- 27.4: Seniority shall continue to accrue during all paid absences or leaves. Leave of absence without pay, for any reason, shall cause this date to be adjusted for an equivalent amount of time.
- 27.5: Transfers shall not be used for disciplinary purposes.
- 27.6 All position openings /vacancies shall be the subject of a timely Posting. Absent a specific and articulated departmental need all Lateral (equal rank) transfers will be filled on a seniority basis.

ARTICLE 28

PROBATIONARY PERIOD

- 28.1: The standard probationary period for all employees shall be eighteen months (18) from the date of hire.
- 28.2: The probationary period for promotional positions shall be twelve (12) months.
- 28.3: Upon expiration of the time periods stated in Section 28.1 and 28.2, the Police Chief will make a positive or negative recommendation for retention of the employee. Based upon the recommendation from the Police Chief, the employee shall be granted regular status, or terminated; or in the case of promotion, the employee is returned to his former status.
- 28.4: Failure to pass or complete probation by entry level employees shall not be grievable or arbitrable.

ARTICLE 29

ACCESS TO PREMISES

- 29.1 Unsworn Union representatives (non-Village employee) shall be given access to all public areas of the Police Department to confer with bargaining unit employees.

ARTICLE 30

LONGEVITY

30.1 The Parties agree that the longevity of members service to the Village shall be recognized in accordance with current practice by increments of additional paid days off over and above accrued annual leave (Article 21) as follows:

- Five (5) Years of Service Two (2) Days
- Seven (7) Years of Service Three (3) Days
- Ten (10) Years of Service Four (4) Days
- Fifteen (15) Years of Service Six (6) Days

ARTICLE 31

WAGES

31.1 Employees covered by this agreement shall receive:

- (1) A TWO (2%) percent across the board increase for the first year of the contract.
To be effective **October 1st, 2010** and
- (2) A TWO (2%) percent across the board increase for the second year of the contract.
To be effective **October 1st, 2011** and
- (3) A TWO (2%) percent across the board increase for the third year of the contract.
To be effective **October 1st, 2012**

31.2 Members promoted to the rank of Sergeant will be compensated in two (2) steps:

- (1) On date of promotion-an increase of fifty percent (50%) of the difference between Police Officer salary and the current Sergeant rank
- (2) One year anniversary: pay equal to current rank holder/contractual salary

31.3 The Village agrees to maintain *pay parity* by rank within the duration of this contract.

31.4 The compensation rate for the police position held by the senior member (1) will be two (2%) percent per year based on that members current 2010 pay rate. It is further agreed that this pay structure is established/maintained outside the pay parity schedule.

31.5 During this three year contract period the Village agrees to adjust the starting salary for a new police employee as follows:

Effective October 1st 2010: 47,461.68

Effective October 1st 2011: 48,410.92

Effective October 1st 2012: 49,379.14

ARTICLE 32

DEFERRED COMPENSATION PROGRAM

32.2 Utilizing the existing Deferred Compensation program the Village agrees to **MAINTAIN ITS CURRENT LEVEL OF CONTRIBUTION THROUGH THE CONTRACT PERIOD**

- FORTY CENTS for every one (\$1.00) dollar of employee contribution

Effective October 1st 2010

Effective October 1st 2011

Effective October 1st 2012

32.2 Employees contributions are restricted to the maximums authorized by the program.

ARTICLE 33

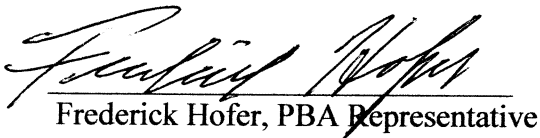
TERMS OF AGREEMENT

- 33.1: This Agreement shall be effective **OCTOBER 1, 2010** subject to ratification by the bargaining unit and the Village Council of Sea Ranch Lakes, Florida, and shall continue until **SEPTEMBER 30, 2013**.
- 33.2: Negotiations for the next collective bargaining agreement shall commence on or about April 30, 2013. In the event a new collective bargaining agreement is not reached prior to the expiration of this agreement, the terms and conditions of this agreement shall be binding upon the parties until the ratification of a new collective bargaining agreement.
- 33.3: It is understood and agreed that this Agreement constitutes the total agreement between the parties.
- 33.4 Term of this Agreement shall not be amended, except by the mutual written consent of both parties. Current job benefits may be changed at the written request of either party, provided however, no change shall be made accept by mutual consent.
- 33.4: This Agreement shall not be construed to deprive an employee of any benefit or protection granted by the laws of the State of Florida, or ordinances of the Village of Sea Ranch Lakes.

**BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION**

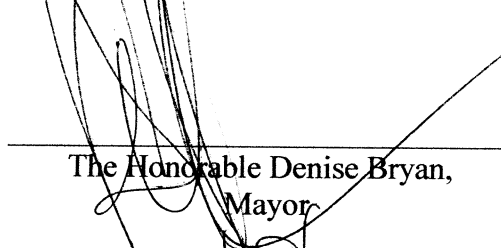


By: Patrick Hanrahan, President

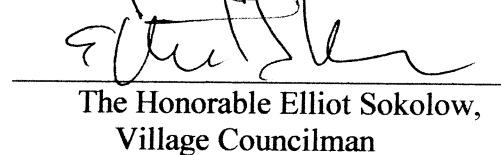


Frederick Hofer, PBA Representative

VILLAGE OF SEA RANCH LAKES



The Honorable Denise Bryan,
Mayor



The Honorable Elliot Sokolow,
Village Councilman