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ARTICLE 1
PURPOSE

This agreement is entered into by the Village of El Portal, Florida ("the Village"), and the Florida State Fraternal Order Of Police ("FOP"), for the purpose of promoting harmonious relations between the Village and the FOP, 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 wages, hours of work, and other conditions of employment.

ARTICLE 2
RECOGNITION

The Village hereby recognizes the FOP as the collective bargaining agent for the Village's full-time police officers serving in the classifications of Police Officer, Police Corporal, Police Sergeant and Police Lieutenant ("covered officers") with respect to wages, hours, and all other terms and conditions of employment.

ARTICLE 3
MANAGEMENT RIGHTS & SCOPE OF AGREEMENT

A. The FOP acknowledges that the Village possesses the exclusive right to operate and manage, and to direct the workforce of, its Police Department. In addition, the FOP acknowledges that the rights, powers, authority and discretion which the Village deems necessary to can)· out its Police Department's responsibilities and missions shall be limited only by the specific and express terms of this agreement.

B. The Village's rights, powers, authority and discretion to carry out its Police Department's responsibilities and missions include, but are not limited to:

(2) the determination of the methods, means and number of personnel needed to fulfill its Police Department's responsibilities;

(3) the undertaking of actions necessary to insure the performance of services during emergencies declared by the Mayor and/or the Council of the Village;

(4) the administration of discipline and the discharge of covered officers for just cause in accordance with applicable sections of the Village Code and Police Procedures Manual;

(5) the scheduling of the Police Department's operations and shifts;

(6) the introduction of new or improved methods, operations, or facilities;

(7) the hiring, promotion, transfer and/or assignment of covered officers;

(8) the relief of covered officers from duty for lack of work in accordance with Village rules and regulations; and

(9) the scheduling of covered officers for overtime work.

C. The Village and the FOP acknowledge that, during the negotiations, which preceded the execution of this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject set forth in this agreement. This agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and supersedes all prior agreements, whether oral, written or implied, or practices, between and among the Village, the FOP and the covered officers and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 4
GRIEVANCE & ARBITRATION PROCEDURES

A. Basic Principles.

(1) The term "grievance" means a dispute between the Village and one or more covered officers concerning either (a) the interpretation and/or application of this agreement or (b) the circumstances and conditions of employment]

(2) No management prerogatives reserved solely to the authority of the Village by the terms of this agreement shall be made the subject of a grievance, unless the exercise of such prerogatives violates another provision of this agreement; provided, however, that the issue of "just cause" in disciplinary cases is subject to the grievance and arbitration procedure established in this article.

(3) Each covered officer is obligated to work as directed by the Village while the resolution of his/her grievance is pending.

B. Grievance Procedure.

Step 1: A covered officer who claims that the Village has breached this agreement may refer the matter, individually or with the FOP's assistance, in writing to the Chief of Police. The written submission shall state the nature of the covered officer's grievance, the provision of this agreement. which the Village has allegedly violated, and the relief requested. It shall be presented within seven (7) calendar days after the covered officer learns of the Village's alleged breach of this agreement.

Step 2: If after fourteen (14) days from the date of submission to the Chief of Police, or from the date of his; her reply (whichever occurs first), the grievance remains unresolved, the aggrieved covered officer shall have fourteen (14) days to present, with or without the FOP's assistance, his/her grievance to the Village Manager.

Step 3: The Manager shall have fourteen (14) days in which to reply. If the grievance remains unresolved, the aggrieved covered officer shall have fourteen (14) days from the date of the Manager's response or from the last date it was due (should there be no response) to present, with or without the FOP's assistance, the grievance.

C. Arbitration. If the grievance remains unresolved the FOP shall have fourteen (14) days from Village Manager's response or from the last date it was due (whichever occurs first), to serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and be served upon the Village Manager. The Village and the FOP hereby affirm their intention to attempt to mediate the grievance prior to the arbitration hearing. Thus, during the time of selecting the arbitrator as set forth below, the Village and the FOP will make a mutual good faith effort to select a neutral person to attempt to mediate the dispute. The mediation process shall be accomplished in an

expedited fashion and shall not be the cause of delaying the arbitration procedure. After the notice to arbitrate has been served, the Village and the FOP shall request a panel of five (5) names from the Federal Mediation and Conciliation Service.

The Village and the FOP shall select an arbitrator from the panel by such methods as they may jointly elect; or, if they are unable to agree on such method, then by the method of alternative striking of names under which the FOP shall strike the first name objectionable to him/her and the Village shall strike a name objectionable to it. The remaining panel member shall serve as the arbitrator. The procedures prescribed by the American Arbitration Association shall govern the ensuing proceedings. The arbitrator shall submit his/her award within thirty (30) days from the date of the hearing. The arbitrator's award shall be in writing and will be final and binding; provided, however, that the arbitrator shall not be empowered to alter, amend, modify, add to or detract from the terms of this agreement. The arbitrator's award may provide for retroactivity and shall state the effective date thereof The Village and the FOP shall divide equally the compensation of the arbitrator and the costs of the hearing room and the stenographic reporter.

ARTICLE 5
STRIKES & LOCKOUTS

A covered officer, during the term of this agreement, shall not engage in a strike, work stoppage, picketing, slowdown, boycott or concerted failure or refusal to perform assigned work. The Village, during the terms of this agreement, will not lock out a covered employee. No covered officer shall refuse to report for duty or to perform his/her assigned duties because of any demonstration or pickets by any organization. A covered officer who violates this provision may be discharged or otherwise disciplined by the Village.

ARTICLE 6
NON-DISCRIMINATION

There shall be no discrimination against any covered officer by a covered officer, the FOP or the Village because of race, color, sex, creed, national origin age, marital status, sexual orientation, political affiliation or FOP activity covered or described in this agreement.

ARTICLE 7
DUES CHECK-OFF

A. Upon receipt of a lawfully executed written authorization from a covered officer (using a form approved by the Village Manager, the Village will deduct the regular FOP dues of such covered officer from his/her bi-weekly compensation and remit such deductions to the elected Treasurer of the FOP within ten (10) working days from the date of the deduction. The FOP shall notify the Village Manager, in writing, thirty (30) days prior to any change in the regular FOP dues structure.

B. A covered officer may, at any time, on forms provided by the FOP (and approved by the Village Manager) revoke his/her FOP dues deductions authorization and shall submit such revocation form to the Village Manager with a copy of such revocation form to the FOP. The Village shall thereupon stop FOP dues deductions upon thirty (30) days written notice.

C. The FOP undertakes to indemnify and hold the Village harmless against any and all claims, suits, orders and judgments asserted or entered against the Village as a result of any action taken or not taken by the Village pursuant to this article.

ARTICLE 8
ASSOCIATION REPRESENTATIVES

A. One (1) covered officer shall be granted time off, without loss of pay, to participate in meetings, mutually set, to renegotiate this agreement.

B. The Village Manager will afford the FOP and its Representative's reasonable access to the Village Hall for the conduct of Village-related FOP business. Such access, however, shall not be for the following purposes: collecting dues; soliciting members; selling benefit tickets; etc.

C. The Village will afford covered officers reasonable access to the premises of the Village at any time during working hours to conduct Village-related FOP business, with prior approval of the Chief of Police, provided such visits will not disrupt routine operations.

ARTICLE 9
SERVICES TO THE FOP

A. The Village shall furnish the FOP with copies of all written Police Department rules and regulations.

B. The Village shall provide, at reasonable cost, to the FOP any and all copies of public documents requested under the provisions of Florida Statutes, Chapter 119, entitled "Public Records" and in accordance with Florida Statutes, **§ 447.605 (3).**

C. The Village will furnish to the FOP sufficient bulletin board space in the squad room for the posting of FOP notices. It is intended that the bulletin boards indicated shall be used for internal communications to and among covered officers and not for communications with the general public.

D. The Village will provide to the FOP, on an annual basis, the name, rank, address, telephone number, social security number, present assignment and current pay of each covered officer.

ARTICLE 10
INTERNAL INVESTIGATIONS & PERSONNEL RECORDS

The Village reserves the right to conduct an internal investigation into the activities of a covered officer. In the course of such an internal investigation a covered officer will be treated as a professional in accordance with Florida Statutes,§ § 112.532 and 112.533,

A. If he/she becomes the subject of an internal investigation, a covered officer shall:

1) be given the opportunity to review all written complaints against the covered officer;

2) be given an exact copy or transcript of any written or oral statement the covered officer may execute; and

3) be afforded the opportunity to be represented by counsel or representative of the covered officer's choice.

4) be afforded the opportunity to review any and all audio/video evidence pertaining to the investigation.

B. A covered officer shall not be requested or required to be connected to a device designed to measure the truthfulness of his/her responses to questions.

C. A covered officer shall not be compelled to speak or testify before, or to be questioned by, a non-governmental agency.

D. The Village shall. to the extent prescribed by law, maintain the confidentiality of the personnel records of each covered officer.

E. Each covered officer shall be entitled, at reasonable times and at the covered officer's expense, to inspect and make copies of his/her personnel records, which shall be made available for his/her inspection; provided, however, that confidential pre-employment records. with the exception of the employment application form, shall not be made available for inspection by the covered officer.

F. Each covered officer shall be entitled to reply in writing to any derogatory material placed in the covered officer's personnel file, which written reply shall be attached to and incorporated in the covered officer's personnel file.

G. Except when a covered officer has been arrested or indicted or charged by a prosecuting official, the Police Department on its own initiative shall not release a photograph or home address of a covered officer who is under investigation without the covered officer's permission and the approval of the Manager.

H. A covered officer who is involved in an incident which occurs within the course and scope, and in the pursuit, of his/her sworn law-enforcement duties. in which he/she discharges his/her service weapon if determined to be necessary by the Village. shall be relieved of duty with pay during the pendency of an investigation of the shooting incident or until the Village determines that the covered officer should be returned to duty. However, should an information, indictment or criminal charge be filed in connection with a shooting incident, as described above, the Village may, in its discretion change the covered officer's status to relieved of duty without pay until final disposition of the case. It is understood that, notwithstanding the foregoing, in connection with any other incidents, the Village may, at the Village Manager's discretion, when deemed appropriate and reasonable, relieve a covered officer from duty at its destination with or without pay during the pendency of a criminal or administrative investigation into his/her conduct.

ARTICLE 11
VEHICLES & EQUIPMENT

A. The Village will cause each Village police vehicle to be inspected by a certified mechanic on a regular basis. with emphasis on safety features. Additionally, the Village will provide a car wash service to be used for police vehicles.

B. Prior to the start of every patrol shift, a covered officer shall be responsible for inspecting his/her assigned marked patrol vehicle including, but not limited to, tire pressure, tread wear, oil and coolant levels. In addition, the Police Departmental equipment checklist shall be completed at the start and end of each shift. Any malfunctions, missing items, damage etc. will be noted and reported to the Chief of Police as soon as practicable.

C. The Village Manager may assess a reasonable charge against a covered officer to compensate the Village for any loss resulting from his/her failure to exercise reasonable care or from his/her willful and wanton destruction of any Village property.

D. The Village will make reasonable efforts to maintain all equipment relating to the function and operation of the Police Department in safe working order.

ARTICLE 12
UNIFORMS, SAFETY & EQUIPMENT

A. Each covered officer shall be issued uniform tops, bottoms, equipment as detailed in the Uniform Chit. Each covered officer shall be responsible for maintaining his/her uniform in a clean, presentable fashion according to the Police Department's standards. The Village will pay for the dry cleaning of a covered officer's uniforms.

B. A covered officer may only use the Village issued duty firearm and equipment approved by the Chief of Police. Each covered officer will maintain continuous qualification with his/her personal weapon in the same manner as he/she would maintain continuous qualification with his/her departmentally issued weapon. The Village will supply the ammunition to be used in a covered officer's personal weapon.

C. A covered officer who, through no fault of his/her own, suffers any breakage or damage to his/her issued personal equipment in the line of duty, shall have it replaced at no cost to the covered officer. Personal equipment losses will be compensated up to one hundred dollars ($100.00), except for eyeglasses (excluding designer frames and contact lenses), which shall be replaced at the Village's expense.

ARTICLE 13
VACATIONS

A. Each covered officer shall be eligible for a paid vacation. A covered officer shall begin to earn paid vacation as of his/her date of appointment, provided, however, that a paid vacation may not be taken within the first six (6) months of a covered officer's service with the Village.

B. In computing vacation time used, holiday or regular days off contiguous to or following within a covered officer's vacation shall be excluded.

C. Paid vacation time shall accrue at the following rates for each full calendar year of service:

After 9 months	5 workdays
Year 1 through 3	12 workdays
Year 4 through 6	15 workdays
After 7 years	16 workdays
After 8 years	17 workdays
After 9 years	18 workdays
Above 10 years	20 workdays

D. A covered officer may accrue a maximum of forty (40) paid vacation days: provided. however, that a covered officer shall not be entitled to receive the monetary equivalent of his/her vacation days. Upon a covered officer's termination or resignation (including death) from the Police Department, he/she or his/her estate's personal representative(s) shall be paid the monetary value, calculated as of the date of his/her termination or resignation (including death). of his/her accrued paid vacation days.

E. A covered officer. with the prior approval of the Chief of Police, will be permitted to split his/her paid vacation days.

F. Vacation time may be utilized in half day blocks. Any usage of vacation leave must be pre-approved by the Chief of Police. Vacation requests for December through January of each year, as well as Summer months (May, June, July and August) must be submitted by February 1st of that calendar year and must be approved by the Chief of Police.

ARTICLE 14
LEAVE

A. Sick Leave.

1) Sick leave shall be earned at the rate of one (1) day per month. The accrual of sick leave shall be capped at 775 hours.

2) Sick leave will be used for the following reasons:

   (a) Personal illness or physical incapacity which renders a covered officer unable to perform the duties of his/her position. In the event a covered officer is unable to perform the duties of her/her position for more than three (3) consecutive scheduled work days, the Village reserves the right to require such covered officer to submit to the Village a physician's certificate to that effect.

   (b) Enforced quarantine when established by the Department of Health or other competent authority for the period of quarantine.

3) A covered officer on sick leave during a paid holiday shall not be charged a sick day on the holiday.

4) In the event of a covered officer's termination or resignation (including death) from the Police Department, the value of the covered officer's unused sick leave shall be paid to the covered officer or his/her estate's personal representative(s) calculated as of the date of such covered officer's termination or resignation (including death).

5) A covered officer who has accumulated sick leave shall be allowed to donate any portion of that sick leave to another covered officer who has exhausted his/her sick leave.

6) An officer calling out sick is subject to a home check by an EPPD representative. An officer calling out sick for illness in the family must notify the chain of command of the location(s) they will be located for the time taken and are subject to being contacted in person by an EPPD representative.

B. Bereavement Leave.

When there is a death in the immediate family of a covered officer, he/she shall be granted three (3) days of bereavement leave without loss of pay or benefits.

1) For the purpose of determining a covered officer's entitlement to bereavement leave, the term "immediate family" is defined to include, but not be limited to, a covered officer's father, mother, spouse. child, brother, sister. Mother-in-law,

Father-in-law, grandparent or grandchild. The Chief of Police, in his/her discretion, may (a) grant bereavement leave to a covered officer upon the death of a relative not specified in the foregoing sentence and (b) require a covered officer, as a condition precedent to being granted bereavement leave, to submit reasonable documentation concerning the relationship between the covered officer, the deceased and the nature of the funeral arrangements for the deceased, and to include a copy of a death certificate, or a copy of obituary as soon as practicable.

2) Bereavement leave will not be charged against a covered officer's sick leave, vacation leave, holiday leave, or accumulated over-time.

C. In addition to any unpaid leave authorized by applicable Federal law, the Chief of Police, in his/her discretion may grant an unpaid leave of absence to a covered officer for a period not to exceed thirty (30) days.

ARTICLE 15
BENEFITS

A. The Village, at its expense, shall provide to each covered officer a medical examination every two (2) years after appointment, such medical examination to include electrocardiogram and blood tests, at a time and place designated by the Village.

B. The Village will continue in force its False Arrest Liability Insurance.

C. The Village will provide a comprehensive group insurance program ("the insurance program") to each covered officer. The insurance program shall also include dental coverage and term life insurance in the face amount of $75,000.00. However, during the term of this Agreement, other comparable insurance may be provided by mutual agreement of the parties. Each covered officer shall contribute, on a monthly basis, fifty percent (50%) of the dollar amount, if any, in excess of the first $350.00 paid each month by the Village for insurance coverage for such covered officer.

D. If a covered officer is unable to perform the duties her/her position due to an on-the-job injury sustained during the proper performance of his/her duties and through no negligence on his/her part, such covered officer will be carried by the Village on its payroll at full pay for a period of thirteen (13) weeks, which thirteen (13) week period may be extended at the discretion of the Village Council. For the purpose of computing full pay, an amount equal to Workers Compensation and other Village-supported disability payments received by the affected covered officer will be deducted from his/her regular pay; provided that, if requested by the Village, the covered officer shall undergo a medical evaluation at the Village's expense by a doctor selected by the Village, the purpose of which will be to determine whether the covered officer is unable to return to active duty.

ARTICLE 16
HOLIDAYS & HOLIDAY PAY

A. The Village recognizes the following paid holidays for its covered officers:

New Years Day	Labor Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Juneteenth (June 19)	Day After Thanksgiving Day
Independence Day	Christmas Day
Memorial Day	Columbus Day
Covered Officer's Birthday	Two (2} Floating Holidays

B. A covered officer who works on a paid holiday, which falls on a regularly scheduled workday shall receive, in addition to his/her regular day's pay, compensation for the paid holiday equivalent for ten (10) hours of straight regular time salary, depending upon that covered officer's daily work schedule; provided, however, that this paragraph does not apply to floating paid holidays. Such Holiday Leave may be banked and used by the covered officer until the end of the fiscal year during which time it was earned. Unused holiday leave will be converted into a monetary payment at the end of each fiscal year and paid to the officer at the end of the first pay period following September 30th.

C. If a covered officer is on authorized leave (i.e. vacation, illness, injury time, etc.) when a paid holiday occurs, that paid holiday shall not be charged against his/her leave balance.

D. Should a paid holiday fall on a regularly scheduled day off and the covered officer not work, he/she shall be paid, as compensation for the paid holiday, an amount of money equivalent to twelve (12) hours of straight regular time salary (subject to operational necessity as determined by the Chief of Police), or depending upon that covered officer's daily work schedule; provided, however, that this paragraph does not apply to floating paid holidays. Such Holiday Leave may be banked and used by the covered officer until the end of the fiscal year during which time it was earned. Unused Holiday leave will be converted into a monetary payment at the end of each fiscal year and paid to the officer at the end of the first pay period following September 30th.

ARTICLE 17
WORK WEEK, CALL BACK & COURT TIME

A. The basic workweek for covered officers shall be forty (40) hours. Such service shall normally consist of four (4) twelve (12) hour workdays and three (3) twelve (12) hour workday week subject to normal shift rotation limitations (subject to operational necessity as determined by the Chief of Police). It is the intent of this section that each covered officer be entitled to a minimum of two (2) consecutive days off during each week of service.

B. Under normal circumstances, whenever a shift rotation occurs, no covered officer shall be forced to work a continuous shift. Covered officers rotating from the evening or midnight shifts will be entitled to at least eight (8) hours of off-duty before returning to work.

C. Covered officers may exchange shifts, within the same pay period, with the approval of the Chief of Police. No overtime or consecutive shifts shall result from the exchange.

D. When it is necessary for the Village to require a covered officer to return to work, not on his/her assigned shift, the Village will compensate the covered officer for a minimum of three (3) hours pay at the rate of one and one- half (1 1/2) times his/her normal salary.

E. When it is necessary for the Village to require a covered officer to appear in court, not on or contiguous to his/her regular assigned shift, the Village will pay to the covered officer a minimum of three (3) hours compensation at the overtime rate. For the purposes of this section, court appearances will be those occurrences separated from a covered officer's normal duty shift by a period of more than sixty (60) minutes.

F. Should the Village experience a financial emergency, rather than layoff covered officers, the Village reserves the right to revert to a five (5) day. eight (8) hour workweek.

G. Covered officers receiving three hours of minimum overtime compensation, or more, for a call back or court appearance may elect to receive payment in compensatory time.

ARTICLE 18
OVERTIME COMPENSATION

A. All work performed in excess of twelve (12) hours of work per shift shall be considered to be overtime work, provided however, that such covered officer works at least 35 hours in the respective pay period. For purposes of this article, (subject to operational necessity as determined by the Chief of Police) hours spent at assigned training will be considered hours worked.

B. All overtime work shall be compensated at the rate of time and one-half based on a covered officer's hourly wage which the covered officer may accept in cash or Compensatory time, at the covered officer's option. Compensatory time may be accrued up to a maximum of one-hundred (100) hours during the fiscal year in which it is earned, and paid out upon separation of service. At the end of each fiscal year, the Village, at its option, may pay a covered officer for any Compensatory time accrued during the fiscal year. At that time, the covered officer shall be compensated at the rate of time and one-half based on the employee's hourly wage when such payment is made.

C. For purposes of defining and computing overtime: annual leave, sick leave, disability leave, military leave and other absences from duty on pay status shall not be considered as hours worked. except that:

1) Time off with pay for educational leave shall be considered as time worked and each covered officer will be required to attend forty (40) hours of training per year.

2) Time off on a Village-recognized holiday falling on a covered officer's regularly scheduled workday shall be considered as time worked.

D. This article is intended to be construed only as a clarification of the normal workweek and as a basis for the calculation of overtime and not as a guarantee of hours of work per day or per week.

E. Work schedules will not be changed or altered by the Village to avoid the payment of overtime; provided that assigned training and paid vacation shall be excluded from this section.

F. A part-time police officer shall not work a paid shift if a covered officer is available and willing to cover that shift: provided, however, that the Village shall be privileged to assign a part-time police officer to work one (1) or more paid shifts if a covered officer will be absent, due to vacation or illness, for more than two (2) days.

G. All straight time and overtime hours without exception shall be calculated into their Florida Retirement System (FRS).

ARTICLE 19
SENIORITY

A. Seniority shall be premised upon a covered officer's continuous full-time service with the Village. Seniority shall accumulate during a covered officer's paid absences due to illness, injury, paid vacation, military leave or other authorized leave.

B. Subject to emergency situation or operational necessity as determined by the Chief of Police, seniority will be considered the determining factor for the following:

1) Vacations for each calendar year to be submitted and approved by February of each year.

2) Shift bid of regular schedule hours.

3) Off-duty employment.

4) A vacancy on a shift.

5) The assignment of days off.

ARTICLE 20
"ACTING" STATUS

The Chief of Police will designate a "staff duty officer" who will "act" for the Chief of Police whenever deemed necessary and will communicate all Departmental issues as instructed. The officer so serving shall be compensated at a rate of five (5%) above his/her regular salary for the time he/she is in such "acting" status.

ARTICLE 21
PROMOTIONS

In the event of a vacancy in the ranks of Police Corporal, Police Sergeant or Police Lieutenant, the selection of an employee to fill said vacancy will be at the discretion of the Chief of Police for the benefit of operational necessity and that decision shall not be subject to the grievance process/procedure. The covered officer/s serving in such rank shall be compensated at an additional rate of five (5%) percent above his/her regular salary for the time he/she is in such position.

ARTICLE 22
EMPLOYEE SEPARATION OF SERVICE

A covered officer shall be required to submit his/her resignation at least two (2) weeks prior to the effective date of his/her separation of service in good standing. A covered officer, in good standing, who submits his/her resignation may, at the discretion of the Chief of Police, be permitted to continue his/her employment for the two week notice period without pressure from the Village for an earlier end date except when the covered officer and the Village voluntarily and mutually agree on an earlier end date.

ARTICLE 23
COMPENSATION

A. All covered officers base salaries are $42,000.

Effective October 1, 2023, annual base salary shall be 48,000

Effective October 1, 2024, annual base salary shall be $50,500

B. Officers will receive an annual lump sum longevity bonus upon reaching certain career milestones for each covered year on their anniversary:

1) $1,000 at the 5th-9th year of service to the Village.

2) $1200 at the 10th-14th year of service to the Village.

3) 1,500 at the 15th - 19th year of service to the Village.

4) $2000 at the 20 or more year service to the Village.

C. All covered officers whose majority of shifts are between 7:00 PM to 7:00 AM shall receive a 5 percent (5%) shift pay differential.

ARTICLE 24
OFF REGULAR DUTY EMPLOYMENT

A. A covered officer shall be compensated for off-duty work authorized by the Chief of Police at the following rate of pay:

PATROLMEN	$75.00/hour
SUPERVISORS	$80.00/hour

B. The above rates may be upwardly adjusted to remain competitive with other off-duty rates prevailing in Miami-Dade County, subject to approval by the Chief of Police.

C. A covered officer injured while acting in the scope of his/her off-duty duties shall be compensated as if he/she had been on duty at the time of the injury, in accordance with the applicable provisions of the Workers Compensation Law.

D. A covered officer will be guaranteed a minimum of four (4) hours compensation by the off-duty employer, except as may be provided by Village ordinance.

E. All off-duty employment payable to the officer through the Village, without exception shall be calculated into their Florida Retirement System (FRS).

F. All off-duty work is subject to an administrative fee to be paid directly to the Village of El Portal. The Administrative fee is $5.00 per hour, and is subject to change at the discretion of the Village Chief of Police.

ARTICLE 25
SEVERABILITY/JUDICIAL INVALIDATION

Should any provision of this agreement be held invalid by a court of competent jurisdiction and such holding not be set aside by such court or an appellate tribunal, such holding shall not affect the validity of the remainder of this agreement or the context in which the provision so held invalid may appear, except to the extent that such provision may be inextricably connected in meaning and effect to the provision to which such judicial holding shall directly apply. Upon such judicial holding, the Village and the FOP shall, within thirty (30) days, negotiate and endeavor to reach an agreement upon a substitute for the provision found to be invalid.

ARTICLE 26
RETIREMENT BENEFITS

Each bargaining unit employee who retires, in good standing to be determined by the Chief of Police, on length of service or medical disability shall be issued a badge and identification card-both clearly marked "retired." Additionally, an officer who retires will also receive his/her issued handgun.

The parties agree that the Village partakes in the Florida Retirement System (FRS). The Village agrees to allow employees to apply accrued overtime and off-duty hours to the maximum extent allowed by FRS at the time of the officer exiting employment with the Village.

Each bargaining unit employee is eligible for the FRS Pension Plan benefit (i.e. be vested) when he/she completes six years of service (if enrolled in the FRS prior to July 1, 2011) or eight years of service (if enrolled in the FRS on or after July 1, 2011).

Each bargaining unit employee is eligible to a eight (8) year Deferred Retirement Option Program (DROP). To participate in DROP, he/she must be vested and eligible for normal retirement (based on years of service or age) as an active member of one of the FRS Pension Plans.

ARTICLE 27
COLLEGE TUITION REIMBURSEMENT

For covered officers who enroll in college level courses at accredited institutions, the Village will reimburse all or part of the tuition expenses and cost of books. subject to the availability of funds. as follows:

(1) Upon the prior approval of the Village Manager;

(2) Providing that said tuition and/or books are not paid for by other sources:

(3) The covered employee must be "full-time" and not be in probationary status;

(4) A request for reimbursement must be submitted at least thirty (30) days prior to the start of the course (must include a description of the course, the name of the institution of higher education. the dates of attendance and the cost of the credit hours);

(5) Requests may be amended based upon the covered officer's acceptance into the course previously chosen;

(6) The Chief will notify the covered officer of the Village's decision regarding the request m a timely manner;

(7) If authorized for reimbursement, employees must:

a. take the course during off-duty hours.

b. provide documentation of successful completion.

c. must remain in Village employment for at least one year following, completion of the coursework or repay the money to the Village (amount can be withheld from last paycheck).

(8). Reimbursement for tuition and books may be paid at the 100% level for courses in which the grade of "A" or "B" was received (or "satisfactory" if letter grades are not given) not to exceed $200.00 per course. Reimbursement for tuition and books may be paid at the 50% level if the grade of "C" is achieved not to exceed $100 00 per course. Courses in which grades of "D" or lower (or "unsatisfactory") are achieved, no reimbursement monies will be paid.

ARTICLE 28
TERMS OF AGREEMENT & REOPENING

A. This agreement constitutes the whole agreement between the parties. Upon the ratification of this Agreement by a majority vote of the covered officers and ratification by a Resolution of the Mayor and Village Council of El Portal, authorizing the Village Manager to sign this agreement on behalf of the Village, the terms of this Agreement shall become effective as of October 1, 2023, and shall remain in force until September 30, 2025.

B. This agreement shall remain in effect until a successor agreement is renegotiated.

THIS AGREEMENT IS EXECUTED this ___ day of _____ 2024 FOR THE VILLAGE OF EL PORTAL, FLORIDA.

FOR THE VILLAGE OF EL PORTAL, FLORIDA

_____
Christia E. Alou,
Village Manager

FOR THE FLORIDA STATE FRATERNAL ORDER OF POLICE

_____
FOP President

_____
FOP Representative

GARRITY RIGHTS

The following statement should be written as the first sentence on any statement, report, or memorandum an officer is ordered to write when the officer knows or has reasonable belief that discipline may result:

It is my understanding that this report is made for administrative, internal police department purposes only. This report is made by me after being ordered to do so by lawful supervisory officers. It is my understanding that by refusing to obey an order to write this report that I can be disciplined for insubordination and that the punishment for insubordination can be up to and including termination of employment. This report is made only pursuant to such orders and the potential punishment/discipline that can result for failure to obey that order.