

AGREEMENT
BETWEEN
THE CITY OF LAUDERHILL, FLORIDA
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
LODGE #161

2010 – 2013

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1 ARTICLE 1 – PREAMBLE

2
3 This Agreement is entered into this _____ day of 2011, by and between the City of
4 Lauderhill, Florida, (the "City") and the Florida State Lodge, Fraternal Order of Police, (the
5 "FOP" or the "Union.")

6 WHEREAS, this Agreement reduces to writing the understandings of the City and
7 the FOP to comply with the requirements contained in Chapter 447, Florida Statutes, as
8 amended; and

9 WHEREAS, this Agreement is entered into to promote a harmonious relationship
10 between the City and the FOP and to encourage more effective employee service in the
11 public interest; and

12 WHEREAS, it is understood that the City is engaged in furnishing essential public
13 services which vitally affect the health, safety, comfort and general well being of the public
14 and the FOP recognizes the need to provide continuous and reliable service to the public;

15 NOW THEREFORE, in consideration of the mutual covenants and agreements
16 herein contained, the parties agree as follows.

1 **ARTICLE 2 – RECOGNITION**

2
3 The City recognizes the Florida State Lodge, Fraternal Order of Police, Inc. as the
4 exclusive bargaining agent for the purpose of collective bargaining with respect to wages,
5 hours and other conditions of employment for those employees included within the
6 certified bargaining unit, and any other inclusions or exclusions mutually agreed to, in
7 writing, by the parties, and approved by the Public Employees Relations Commission.
8 The bargaining unit is defined by Florida Public Employees Relation Commission
9 Certification Number 1171, which states as follows:

10 **Included:** All full time sworn employees of the City in the classification of police
11 officer and sergeant.

12 **Excluded:** All other employees of the City.
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ARTICLE 3 - TERM OF AGREEMENT

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3.1 This Agreement shall be effective upon ratification by the FOP and the City, and shall continue until September 30, 2013. No portion of this Agreement shall be retroactive.

3.2 Negotiations for a successor collective bargaining Agreement shall commence on or about June 1, 2013.

3.3 On or before May 1, 2013, the City and the FOP shall notify each other in writing of their desire to negotiate, together, with a list of proposals including specific language embodying and describing their proposals. The changes indicated in the proposals shall be designated with a strike through of deleted language and new language will be underlined.

3.4 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.

3.5 It is understood and agreed that this Agreement constitutes the total agreement between the parties. The term of this Agreement shall not be amended, except by the mutual written consent of the parties as they may from time to time agree.

1 3.6 This Agreement shall not be construed to deprive an employee of any
2 benefit or protection granted by the laws of the State of Florida, or
3 ordinance of the City of Lauderhill.

1 ARTICLE 4 - REPRESENTATION OF THE UNION

2
3 4.1 The President of the FOP and/or the person or persons designated by
4 said President, shall have full authority to conclude an Agreement on
5 behalf of the Union, subject to a ratification vote of members of the
6 Bargaining Unit.

7 4.2 It is understood that the Union President and/or his or her designee is the
8 official representative of the Union for the purpose of negotiating with the
9 City.

10 4.3 Negotiations entered into with persons other than those as defined herein,
11 regardless of their position or association with the Union, shall be deemed
12 unauthorized and shall have no weight or authority in committing or in any
13 way obligating the Union.

ARTICLE 5 - REPRESENTATION OF THE CITY

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5.1 The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager. The City Manager or his or her designated representative(s) shall have full authority to conclude an Agreement on behalf of the City, subject to ratification by an official resolution of the City Commission.

5.2 It is understood that the designated representative(s) of the City are the official representatives for the purpose of negotiating with the Union.

5.3 Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the City.

- 1 6.5 With prior approval of the Chief or designee, on a case-by-case basis, the
- 2 FOP may distribute literature and hold Union meetings on City time.

ARTICLE 7 - NO STRIKE

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7.1 "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

7.2 Neither the FOP, nor any of its officers, agents and members, nor any employee organization members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage or work, illegal picketing, or any other interruption of the operations of the City.

7.3 Each employee who holds a position with the FOP occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article 1, Section 6. Accordingly, the FOP, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by

1 remaining at work during any interruption which may be initiated by others;
2 and their responsibility, in event of breach of this Article or the law by other
3 employees and upon the request of the City, to encourage and direct
4 employees violating this Article or the law to return to work, and to disavow
5 the strike publicly.

6 7.4 Any or all employees who violate any provisions of the law prohibiting
7 strikes or of this Article may be dismissed or otherwise disciplined by the
8 City.

9 7.5 The City agrees to adhere to the provisions of Chapter 447, Florida
10 Statutes, regarding the prohibition on lockouts.

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ARTICLE 8 - DUES CHECK-OFF

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8.1 Any member of the FOP who has submitted a properly executed dues deduction form (Appendix A) to the City Manager or his or her designee may have his or her membership dues in the FOP deducted from his or her wages. Dues deducted for wages of a member will be transmitted to the FOP on a monthly basis. However, the City shall have no responsibility or any liability for the improper deduction of dues.

8.2 The FOP shall indemnify, defend and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 9 - POLITICAL ACTIVITY

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9.1 There shall be no discrimination against any employee covered by this Agreement by reason of political affiliation.

9.2 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 City for any political organization or purpose during work hours or on City property.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1 The City has and will continue to retain the unilateral right to operate and manage its affairs in all respects; and the powers or authority which the City has not abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right:

10.1.1 To manage and direct all employees of the City and the Police Department and determine the standards and qualifications therefore;

10.1.2 To hire, lay off, rehire, promote, transfer, schedule, assign and retain employees in positions with the City;

10.1.3 To suspend, demote, discharge or take other disciplinary action against employees for just cause;

10.1.4 To maintain the efficiency of the operations of the City and the Police Department;

10.1.5 To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department and to alter, combine, or reduce any division thereof;

- 1 10.1.6 To determine the number of all employees who shall be employed by
2 the City, the job make up, activities, assignments and the number of
3 hours and shifts to be worked per week including starting and
4 quitting time of all employees subject to the Article entitled Hours of
5 Work and Overtime;
- 6 10.1.7 To determine the number, types, and grades of positions or
7 employees assigned to an organizational unit, department or project,
8 and the right to alter, combine, reduce, expand, or cease any
9 position;
- 10 10.1.8 To determine internal security practices;
- 11 10.1.9 Control the use of equipment and property of the City;
- 12 10.1.10 Fill any job on an emergency basis;
- 13 10.1.11 Formulate and implement department policy, rules and regulations;
14 and
- 15 10.1.12 Introduce new or improved services, maintenance procedures,
16 materials, facilities and equipment, and to have complete authority to
17 exercise those rights and powers incidental thereto, including the
18 right to make unilateral changes when necessary.
- 19 10.2 If the City fails to exercise any one or more of the above functions from time
20 to time, it shall not be deemed a waiver of the City's right to exercise any or
21 all of such functions.
- 22 10.3 Any management rights, powers or privileges of the City not expressly
23 modified or restricted by a specific provision of this Agreement shall remain

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with the City and shall not be subject to the grievance or arbitration procedure contained herein. This provision shall not affect the Union's right to grieve and/or arbitrate the application of any of the above mentioned management rights.

1 **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE**

2
3 11.1 In a mutual effort to provide harmonious working relations between the
4 parties to this Agreement, it is agreed to and understood by both parties
5 that there shall be a procedure for the resolution of grievances between the
6 parties arising from any alleged violation of the specific terms of this
7 Agreement.

8 11.2 A grievance not advanced to the higher step within the time limits provided
9 shall be deemed permanently withdrawn as having been settled on the
10 basis of the decision most recently given. Failure on the part of the City to
11 answer within the time limits set forth in any step will entitle the employee to
12 proceed to the next step.

13 11.3 Grievances shall be processed in the following manner.

14 STEP 1: Any aggrieved employee, with or without a FOP repre-
15 sentative, shall file a written grievance on the form attached as
16 Appendix B with the employee's immediate supervisor within ten (10)
17 calendar days of the occurrence or knowledge of the matter giving
18 rise to the grievance. Such grievance shall be presented in writing,
19 shall be signed by the employee and shall specify: (a) the date of the
20 alleged grievance; (b) the specific article or articles and section or
21 sections of this Agreement allegedly violated; (c) the facts pertaining
22 to or giving rise to the alleged grievance; and (d) the relief requested.

23 The employee's immediate supervisor may informally meet with the
24 grievant to address the grievance. A Union representative may be

1 present at the meeting upon the grievant's request. The immediate
2 supervisor shall reach a decision and communicate in writing to the
3 aggrieved employee within ten (10) calendar days of receipt of the
4 grievance.

5 STEP 2: If the grievance is not resolved at Step 1, or if no written
6 disposition is made within the Step 1 time limits, he/she shall have
7 the right to appeal the Step 1 decision to the Chief of Police or his/or
8 her designee within ten (10) calendar days of the due date of the
9 Step 1 response. Such appeal must be accompanied by a copy of
10 the original written grievance, together with a signed request from
11 the employee/Union requesting that the Step 1 decision be reversed
12 or modified. The Chief of Police or his/her designee may conduct a
13 meeting with the grievant and his/her representative, if needed. The
14 Chief of Police or his/or her designee shall, within ten (10) calendar
15 days after the presentation of the grievance (or such longer period of
16 time as is mutually agreed upon in writing), render his/her decision
17 on the grievance in writing.

18 STEP 3: If the grievance is not resolved at Step 2, or if no written
19 disposition is made within the Step 2 time limits, he/she shall have
20 the right to appeal the Step 2 decision to the City Manager or his or
21 her designee within ten (10) calendar days of the due date of the
22 issuance of the Step 2 decision. Such appeal must be accompanied
23 by the filing of a copy of the original written grievance, together with a

1 request form signed by the employee/Union requesting that the Step
2 2 decision be reversed or modified. The City Manager or his/her
3 designee may conduct a meeting with the grievant and his/her
4 representative, if needed. The City Manager or his/her designee
5 shall, within ten (10) calendar days (or such longer period of time as
6 is mutually agreed upon in writing), render his/her decision in writing.

7 11.4 Where a grievance is general in nature in that it applies to a number of
8 employees having the same issue to be decided, it shall be presented
9 directly to the Chief of Police or his/her designee at Step 2 of the
10 grievance procedure, within the time limit provided for the submission of
11 the grievance in Step 1, and signed by the aggrieved employees or the
12 FOP representative on their behalf.

13 11.5 In the event a grievance processed through the grievance procedure has
14 not been resolved at Step 3, the City or the FOP may submit the grievance
15 to arbitration within ten (10) calendar days after the City Manager (or a
16 designee) renders a written decision on the grievance, or the due date of
17 that decision if no written decision is made.

18 11.6 An individual bargaining unit member may not proceed to arbitration without
19 the consent of the FOP.

20 11.7 The arbitrator may be any impartial person mutually agreed upon by the
21 parties. In the event the parties are unable to agree upon said impartial
22 arbitrator within ten (10) calendar days after the City or FOP request
23 arbitration, the party demanding arbitration shall, within ten (10) calendar

1 days of the date on which the parties reach impasse over the mutual
2 selection of an arbitrator as set forth above, request a list of seven (7)
3 names from the Federal Mediation and Conciliation Service. Within ten (10)
4 calendar days of receipt of the list, the parties shall alternatively strike
5 names, the City striking first. The remaining name shall act as the
6 Arbitrator.

7 11.8 The City and the FOP shall mutually agree in writing as to the statement
8 of the grievance to be arbitrated prior to the arbitration hearing, and the
9 Arbitrator shall confine his/her decision to the particular grievance
10 specified. In the event the parties fail to agree on the statement of the
11 grievance to be submitted to the Arbitrator, the Arbitrator will confine
12 his/her consideration and determination to the written statement of the
13 grievance and the response of the other Party. Copies of any
14 documentation provided to the Arbitrator by either party shall be
15 simultaneously provided to the other party.

16 11.9 The Arbitrator shall have no authority to change, amend, add to, subtract
17 from, or otherwise alter or supplement this Agreement or any part thereof
18 or amendment thereto. The Arbitrator shall have no authority to consider
19 or rule upon any matter which is stated in this Agreement not to be subject
20 to arbitration.

21 11.10 Copies of the Arbitrator's decision shall be furnished to both parties within
22 twenty (20) days of the closing of the Arbitration hearing. The Arbitrator's
23 decision will be final and binding on the parties.

- 1 11.11 The Arbitrator may not issue declaratory or advisory opinions.
- 2 11.12 Unless otherwise agreed to by both parties, grievances under this
3 Agreement shall be processed separately and individually. Accordingly,
4 only one (1) grievance shall be submitted to an Arbitrator for decision in
5 any given case.
- 6 11.13 Each party shall bear the expense of its own witnesses and of its own
7 representatives for the purposes of the arbitration hearing. The impartial
8 Arbitrator's fee and any related expenses including any cost involved in
9 requesting a panel of arbitrators shall be paid by the non-prevailing party.
10 The hearing room shall be supplied and designated by the City. Any
11 person desiring a transcript of the hearing shall bear the cost of such
12 transcript, unless both parties mutually agree to share such cost.
- 13 11.14 Settlement of grievances prior to the issuance of an arbitration award shall
14 not constitute a precedent or an admission that the Agreement has been
15 violated.
- 16 11.15 A probationary employee may not grieve any matter concerning
17 assignment, discipline or discharge.

1 **ARTICLE 12 - POLICIES AND PERSONNEL RULES**

2 12.1 The parties agree that the City may promulgate Personnel Policies and
3 Procedures and the General Orders issued by the Chief of Police
4 provided they do not conflict with the terms of this Agreement.

5 12.2 Any changes or additions to the Personnel Policies and Procedures
6 and/or the General Orders shall be copied to the FOP at least 7 calendar
7 days prior to their effective date. This seven day period may be waived by
8 the FOP upon request of the City.

9 12.3 In the event of any conflict between the terms of this Agreement, the
10 General Orders, or the Personnel Policies, the following hierarchy in
11 application shall apply: the Agreement, the General Orders, Personnel
12 Policies and Procedures.

ARTICLE 13 - PERSONNEL RECORDS

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13.1 The City agrees that all official personnel records shall be kept confidential to the extent provided by law.

13.2 The City agrees that, with reasonable advance notice, a bargaining unit employee shall have the right to inspect his/her official personnel file, specifically excluding such records as those which are part of an ongoing or active criminal or internal investigation.

13.3 The City agrees that, after it completes an internal investigation concerning a bargaining unit employee, it will provide that employee with a complete copy of the investigation file at no cost to the employee.

1 **ARTICLE 14 - LEGAL REPRESENTATION**

2
3 14.1 Whenever a civil suit in tort is brought against an employee for injuries or
4 damages suffered as a result of any act, event, or omission of action
5 which is alleged to have occurred while the employee was on duty or
6 acting within the scope of his/her employment, the City will investigate the
7 circumstances to determine whether the employee acted in bad faith or
8 with malicious purpose or in a manner exhibiting wanton and willful
9 disregard of human rights, safety, or property.

10 14.2 If the City determines that the employee did not act in bad faith or with
11 malicious purpose or in a manner exhibiting wanton and willful disregard
12 of human rights, safety or property, the City shall undertake the defense
13 of the employee as required by law. Said defense shall cease upon
14 judicial finding, or finding by the City, that the employee acted in bad faith
15 or with malicious purpose or in a manner exhibiting wanton and willful
16 disregard of human rights, safety, or property.

1 **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

2 The following provisions shall govern hours of work and overtime:

3 15.1 Eighty-four (84) hours in a fourteen (14) day cycle shall constitute the
4 normal work period. Such hours shall be compensated at straight time.
5 Nothing herein shall guarantee a minimum number of hours per day, per
6 week or per month.

7 15.2 Employees who work in excess of eighty-four (84) hours in a fourteen (14)
8 day cycle shall be paid overtime in accordance with the provisions of the
9 Fair Labor Standards Act. "Hours worked" shall be determined in
10 accordance with and as defined in the Fair Labor Standards Act.

11 15.3 Nothing herein shall require the payment of straight time or time and one-
12 half when an insubstantial amount of time is worked in excess of the
13 length of the employee's normal shift. For the purpose of this Article, an
14 insubstantial amount of time shall be considered any period of time less
15 than one-quarter (1/4) hour.

16 15.4 Directed Return to Work

17 If an employee covered by this Agreement is called out on any police
18 matter outside of his/her normal working hours, he/she shall receive a
19 minimum of three (3) hours pay at time and one-half.

20 15.5 Working Out Of Classification

21 An employee covered by this Agreement who is temporarily assigned the
22 duties and responsibilities of a position which has a higher pay
23 classification than his/her permanently assigned position shall be

1 compensated at 5% above his or her current salary or at the starting
2 salary of the higher classification, whichever is greater starting after
3 serving at least ten (10) working days in the temporary assignment. The
4 higher rate of pay shall begin on the first day following the completion of
5 the ten (10) working days minimum service.

6 15.6 Shift Assignments

7 Classification Seniority shall be considered by the Department in
8 assigning shifts. Shifts will be assigned in August of each year to take
9 effect September 1 of that same year.

10 15.7 Schedule Changes

11 Upon five days notice the City may reassign employees to a shift other
12 than the one initially assigned based upon operational necessity.

13 15.8 Shift Changes

14 Except in emergency circumstances (natural disaster, riots, etc.,)
15 employees covered by this Agreement shall be given five (5) days notice
16 of any change in their regular hours of work. When the employee is
17 requesting a shift/squad or assignment change and it is approved, the five
18 (5) day notice may be waived at the employee's request.

19 15.9 Shifts and hours of work may not be changed to avoid the payment of
20 overtime.

ARTICLE 16 – HOLIDAYS

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3 16.1 The City recognizes the following official holidays for employees covered
4 by this Agreement:

5 New Year's Day

6 President's Day

7 Memorial Day

8 Independence Day

9 Labor Day

10 Columbus Day

11 Veteran's Day

12 Martin Luther King's Birthday

13 Thanksgiving Day

14 Day after Thanksgiving

15 Christmas Eve

16 Christmas Day

17
18 16.2 The method and circumstances of compensation for the above-
19 designated holidays shall be governed by the City's Personnel Policies
20 and Procedures, unless modified by this Agreement.

21 16.3 Effective upon ratification of this Agreement, employees shall no longer
22 accrue incentive leave. Instead, for each observed holiday set forth
23 above, a bargaining unit employee shall be entitled to one (1) day of
24 holiday pay at the employee's regular rate of pay. An employee required

1 to work and who actually works on an observed holiday shall receive pay
2 for hours worked on that holiday at the employee's regular rate of pay in
3 addition to the day of holiday pay. For employees hired on or before
4 March 23, 2009, their holiday pay shall be twelve hours of their base pay.

5 For employees hired after March 23, 2009, their holiday pay shall be
6 equal to the number of hours in a shift that the employee is regularly
7 scheduled to work. For example, if an employee regularly works ten (10)
8 hour shifts, that employee shall receive ten (10) hours of holiday pay.

9 16.4 In lieu of receiving holiday pay for each observed holiday included in an
10 employee's regular paycheck for the pay period in which a holiday falls, an
11 employee may request to have their holiday pay paid out in a lump sum at
12 the end of the fiscal year on a pre or post tax basis (if pre-tax, the holiday
13 pay must be utilized to buy back prior service in the applicable City
14 pension plan or to fund an employee's tax deferred retirement account
15 (provided such use complies with IRS regulations). Should an employee
16 request to have his/her holiday pay paid out at the end of the year, such
17 employee must notify the City's Finance Director of his/her intent with
18 regard to such holiday pay by August 1 of each fiscal year. If an
19 employee requests to have his/her holiday pay paid out at the end of the
20 fiscal year, the payout will be based on the rate of pay earned by such
21 employee at the time of each holiday and such payout shall be paid no
22 later than November 15 of the following fiscal year.

1 16.5 Employees will be permitted to sell accrued holiday/incentive time to the
2 City as set forth herein. Employees may request to sell an unlimited
3 amount of their accrued holiday/incentive time during the fiscal year in
4 which this contract is fully ratified by submitting a written request to the
5 City's Finance Director containing the number of hour they wish to sell.
6 The written request must be submitted within 60 days of full ratification of
7 this Agreement. Employees who timely request such a sell back will be
8 paid out for the sell back on or before September 30, 2011. In each
9 subsequent fiscal year, employees may request to sell their accrued
10 holiday/incentive time. The City shall purchase such holiday/incentive
11 time at Employee's rate of pay at the time of the purchase. Hire date
12 seniority will dictate priority with regard to the sell back of holiday/incentive
13 time. Requests to sell back accrued holiday/incentive time in subsequent
14 fiscal years must be submitted to the City's Finance Director by August 1
15 of each fiscal year. The City will budget a minimum of seventy five
16 thousand dollars (\$75,000.00) each year to buy back accrued
17 holiday/incentive time from members of the bargaining unit. Every time an
18 employee makes an election to sell back holiday pay, he/she will be
19 required to make a unconditional election as to whether they want the
20 time sold to be treated as pensionable. If an employee elects to have
21 his/her payout treated as pensionable, the City will deduct the employee's
22 pension contribution from such payout and the payout will count toward
23 the employee's pensionable earnings provided the money is paid out in

1 the employee's calculating years. If an employee elects not to have
2 his/her payout treated as pensionable, the employee will not be required to
3 make pension contributions from such payout and the payout will not
4 count toward the employee's pensionable earnings. Nothing herein
5 precludes an employee who separates service from the City for any
6 reason from receiving a payout from the City of all accrued and unused
7 holiday/incentive time that the Employee has at the time of his/her
8 separation from service.

9 16.6 Effective March 23, 2009, all members of the bargaining unit who work a
10 Monday through Friday schedule shall treat holidays falling Monday
11 through Friday as normally scheduled workdays.

ARTICLE 17 – VACATIONS

17.1 The following vacation accruals for full time employees shall apply:

<u>Continuous Service With City</u>	<u>Vacation Accrual</u>
One (1) but less than five (5) years	Ten (10) days
Five (5) but less than ten (10) years	Thirteen (13) days
Ten (10) years and over	Seventeen (17) days

17.2 No more than a maximum of forty-five (45) days of vacation may be accumulated. At least 120 hours of leave must be used by the employee prior to the employee's anniversary year date or such leave shall be forfeited, except for the employee's first year of employment with the City.

An employee may not use any vacation leave prior to completing his or her first year of service. If the employee is unable to use vacation leave due to operational necessity, as determined by the department, the vacation shall be carried over to the next anniversary year. The employee's anniversary year date is determined by the date the employee becomes employed as a sworn law enforcement officer with the City.

17.3 In handling the administration and scheduling of annual vacation leave, the parties agree that the written policies of the Personnel Department and the Police Department in existence at the time of execution of this Agreement shall be adhered to.

17.4 Scheduling of vacations shall be by seniority in the Police Department as defined in the article entitled "Seniority; Layoff and Recall". Scheduling of

1 vacations for sworn officers that are assigned to shifts shall be based
2 upon departmental seniority.

3 17.5 The City will maintain a vacation/time off schedule and refer to it prior to
4 accepting a subpoena from the Court.

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1 **ARTICLE 18 – INSURANCE**

2
3 18.1 **Medical Insurance**

4 18.1.1 The City agrees to pay the medical insurance premium for
5 each member of the bargaining unit who participates in the
6 HMO or pay an amount equal to the current premium of the
7 HMO towards an employee's premium in the PPO for those
8 employees who participate in the PPO. Coverage shall
9 commence upon the first day of the month following the
10 employee's third month of continuous employment with the
11 City.

12 18.1.2 The City agrees to pay fifty-five percent (55%) of the HMO
13 medical insurance premium for medical insurance covering
14 the family members for each employee or an equivalent dollar
15 amount towards PPO family coverage.

16 18.1.3 The City will continue to maintain a 125 flexible benefit
17 program for the employees in the bargaining unit if feasible.

18 18.2 **Dental Insurance**

19 The City agrees to pay the entire dental insurance premium for each
20 member of the bargaining unit and fifty-five percent (55%) of the DMO
21 family rate or equivalent dollar amount towards PPO family dental
22 coverage.

1 18.3 Life Insurance and Accidental Death/Dismemberment Insurance

2 The City shall pay the entire premium for life and accidental
3 death/dismemberment insurance for each member of the bargaining unit in
4 the amount of two (2) times the employee's annual salary to a maximum of
5 \$150,000.

6 18.4 An employee will be entitled to short term disability benefits which were in
7 effect at the time of the execution of this collective bargaining agreement for
8 any covered disabling injury which prohibits the employee from performing
9 his or her regular job, or any other job, in the Police Department, which the
10 City may request the employee to perform during the period of short term
11 injury or illness, provided that the employee shall not be entitled to such
12 benefits until the employee has exhausted accrued sick leave, or fifteen
13 (15) calendar days following the date of injury or illness, whichever period is
14 longer.

ARTICLE 20 – UNIFORMS / VEHICLES

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20.1 Upon appointment, each newly hired sworn officer will be issued a complete uniforms and equipment set(s) as deemed necessary by the Department.

20.2 Uniforms and equipment will be replaced by the City as deemed necessary by the City. All shirts, pants, shoes, hats and jackets issued to officers shall be new from the supplier.

20.3 Effective March 23, 2009, non-uniformed officers shall receive an annual allowance for the purchase of civilian work clothes and shoes of five-hundred and fifty dollars (\$550.00) payable the first pay period in October. When an officer/sergeant is transferred from a uniformed position to a non-uniformed position, they shall receive a pro-rated payment for the allowance within two pay periods of the transfer date. This pro-rated payment will be calculated from the transfer date through October 1st and discounted by the annual uniform allowance he/she received for that year.

20.4 Effective March 23, 2009, uniformed police officers shall receive an annual uniform and shoe allowance of three hundred dollars (\$300.00) payable the first pay period in October.

20.5 During initial Academy and probationary period, new employees shall, upon request, be furnished with a City owned gun and two (2) spare magazines.

20.6 Any employee who shall receive any breakage, damage or loss of his uniform or required personal equipment excluding items specifically

1 addressed below, in the line of duty and not due to the individual's
2 negligence, shall have it replaced at no cost to the employee.

3 A. Wrist watches damaged or lost through no fault of the employee
4 shall be repaired or replaced at a cost not to exceed \$50.

5 B. Prescription eyeglasses damaged through no employee
6 negligence, shall be compensated for and repaired or replaced at a
7 cost not to exceed \$75, per incident, excluding Workers'
8 Compensation claims.

9 20.7 Upon termination of employment, the articles will be surrendered by the
10 employee in like condition as when issued, reasonable wear and tear
11 accepted. In the event an employee is transferred or for any other reason
12 leaves the employ of the department, he/she shall return all uniforms and
13 equipment and City property to the department before the final paycheck
14 will be issued, otherwise the cost of said replacement shall be deducted
15 from the final check if sufficient, otherwise the employee shall be liable for
16 the deficiency.

17 20.8 Detectives, motorcycle officers and traffic homicide investigators, may take
18 home their vehicle overnight if they live in Broward County. If a detective, or
19 traffic homicide investigator lives outside of Broward County they may be
20 permitted to take home a vehicle at the sole and exclusive discretion of the
21 Chief.

22 20.9 Upon assignment as a motorcycle officer, employees shall be issued
23 equipment deemed necessary by the Department.

1 20.10 Upon assignment as a K-9 officer, employees shall be issued equipment
2 deemed necessary by the Department.

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1 **ARTICLE 21 – SENIORITY; LAYOFFS AND RECALL**

2 21.1 For the purpose of this Agreement the types of seniority are:

3 A. Departmental Seniority which is the total length of continuous
4 service from the most recent date of hire as a sworn Lauderhill
5 Police Officer.

6 B. Classification Seniority which is the total length of continuous
7 service within a particular job classification. Job classification
8 refers to rank.

9 Time lost for an unpaid authorized leave of absence in excess of fifteen (15)
10 days, suspension or separation due to layoff shall not be included in the
11 determination of continuous service. Authorized paid leaves of absence
12 shall be included as part of continuous service. Rehired officers seniority
13 shall be based upon the date of their most recent rehiring.

14 21.2 In the event of a lay-off and subject to operational necessity, employees covered
15 by this Agreement shall be laid off in the inverse order of their Classification
16 Seniority. If more than one (1) classification is affected, an employee laid off from
17 a higher classification within the bargaining unit shall be given an opportunity to
18 bump to the next lower classification in the bargaining unit. Upon reverting to a
19 lower classification in the bargaining unit, an employee's Classification Seniority
20 shall be determined by the date of his/her permanent appointment to that lower
21 classification. Time spent in the higher classification shall be credited as service in
22 the lower classification upon reverting.

1 21.3 Employees shall be recalled from layoff in accordance with their Classification
2 Seniority in the classification from which they were laid off, senior employees first.
3 Notice by certified mail shall be sent to an employee at his/her last known address,
4 with a copy by regular mail to the Union. An employee shall have ten (10)
5 calendar days from the date of receipt of a recall notice within which to accept or
6 reject the position. Failure to timely respond shall automatically constitute a
7 rejection. It is agreed that notice to the employee at the address last provided to
8 the City by the employee constitutes notice to the employee for the purpose of
9 commencing the ten (10) day period. No new employee shall be hired in any
10 classification until all employees on layoff status in that classification have had an
11 opportunity to return to work; provided, however, that in the sole discretion of the
12 City, such employees may be required to pass a medical or psychological
13 examination in order to ensure that they are capable of performing the work
14 available at the time of recall. No laid off employees shall retain recall rights
15 beyond twelve (12) months from date of layoff.

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ARTICLE 22 - SICK LEAVE

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22.1 Bargaining Unit Employees shall accrue .0659 hours of sick leave allowance for each hour of regular paid service. Sick leave must be earned prior to use.

22.2 Upon permanent separation from the City, an employee, or the employee's designated beneficiary will be paid for accumulated sick leave at the employee's rate of pay upon separation as follows:

Up to 20 days	-	No Payment
21 days to 60 days	-	40%
In excess of 61 days	-	60%

22.3 Effective March 23, 2009, if an employee does not use any sick time during any six month period he/she shall be awarded one (1) personal day, which must be used during the fiscal year earned. Once receiving the personal day, the six month period begins to run again.

22.4 If an employee dies as a result of an on the job injury, he/she shall be paid for all accrued sick leave at the employee's rate of pay upon his/her death.

22.5 If and whenever, use of such leave appears to be abused, or where an employee consistently uses sick leave as it is earned, the employee may be required to furnish a doctor's note as proof of the necessity for such absence. The employer reserves the right to investigate all absences and require employee to furnish a medical certificate. The employer also reserves the right to require a sick employee to remain at home while off sick except when seeing a physician or performing any other necessary

1 task approved first by the Department Head or designee. Any employee
2 using sick leave to care for a family member may leave home only if
3 necessary to provide care or transportation to a doctor's appointment for the
4 sick family member.

5 Abuse of sick leave or false claim of illness, injury or exposure to
6 contagious diseases, or falsification of proof to justify sick leave shall
7 constitute grounds for disciplinary action and denial of sick leave pay.

8 22.6

Sick leave donation will be permitted in accordance with applicable Police
9 Department policy in effect upon ratification of this Agreement. In order to
10 receive donated sick leave, an employee must have exhausted all of his/her
11 other paid leave.

ARTICLE 23 - ON-THE-JOB INJURY

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When an employee covered by this Agreement is compelled to be absent from duty because of an injury or illness determined to be compensable under the provisions of the Worker's Compensation Act, he/she shall be entitled to full pay less any benefit under the Worker's Compensation Act for a period of time not to exceed forty five (45) working days. The same time period may be extended based upon a review and recommendation by the Human Resources Director and the Police Chief with the approval of the City Manager, based upon the results of a medical examination. To be eligible for any extensions, the employee must, if directed by the City Manager, submit an application for disability retirement to the Pension Board or submit to a physical examination to determine the approximate length of time necessary to return to duty. The City Manager may, in his sole discretion, at any time during the extension, terminate such extension if he/she determines that the extension is no longer in the best interest of the City and the employee concerned. In that event, the employee, at the sole and exclusive discretion of the City Manager, may either be placed on unpaid leave status (after the employee is allowed to exhaust all accrued leave) or separated from employment.

23.2

When so directed by the City, any employee out of work due to an on-the-job injury shall present himself/herself for a medical examination. The City will bear the full expense of said examination by a City appointed physician. The failure of such employee to present himself/herself for an

1 examination as directed will operate to automatically terminate any
2 payments under this Article.

3 23.3 Whenever an employee out of work due to an on-the-job injury becomes
4 physically able to perform some useful light duty work for the City, he/she
5 may be required to do so as a condition to receiving the benefits specified in
6 Section 1, above.

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1 **ARTICLE 24 - DRUG TESTING**

2 24.1 The City may require any employee to submit to a drug or alcohol test
3 when it has a reasonable suspicion that the employee to be tested is
4 under the influence of or using illegal drugs, narcotics, or alcohol. The
5 term "reasonable suspicion" means facts and/or inferences reasonably
6 drawn which would lead a reasonably prudent person to believe that the
7 employee is under the influence of drugs or alcohol. For the purposes of
8 this policy, "reasonable suspicion" shall be defined as follows:

- 9 A. Observable phenomena while at work, such as direct observation
10 of drug use of the physical symptoms or manifestations of being
11 under the influence of a drug, controlled substance or alcohol;
- 12 B. Abnormal conduct or erratic behavior while at work or a general
13 deterioration in work performance;
- 14 C. A report of an employee using drugs, controlled substances or
15 alcohol, provided by a reliable and credible source;
- 16 D. Evidence that an individual has tampered with a test administered
17 under this Article during his employment with the City;
- 18 E. Evidence that an employee has, during his/her employment, sold,
19 solicited or purchased drugs outside of his/her job responsibilities;
20 and/or
- 21 F. After an on the job injury and/or accident, including motor vehicle
22 accidents.

1 24.2 No drug testing will be conducted without the written approval of two
2 supervisory employees. Said approval shall indicate who is to be tested
3 and why the test was ordered, including the specific objective fact
4 constituting reasonable suspicion. A copy of this document shall be
5 provided to the employee. Without delaying the test, the officer will be
6 offered an opportunity to explain his/her behavior. If both supervisors
7 continue to have "reasonable suspicion" the officer will be ordered to
8 undergo testing.

9 24.3 In addition to the "reasonable suspicion" testing provided for above, the
10 City may institute a program of random drug testing utilizing a computer
11 based program that will randomly select employees from the bargaining
12 unit with no greater frequency than on a monthly basis. No employee shall
13 be randomly tested in excess of 3 times in any calendar year. The City
14 shall notify the supervisor of each employee selected for random testing.
15 The supervisor shall be responsible for ensuring that the employee is
16 immediately taken to the testing site.

17 24.4 Refusal to submit to drug testing pursuant to the procedures outlined in
18 this Article after being ordered to do so may result in disciplinary action,
19 up to and including termination.

20 24.5 The following procedures shall apply to the blood and urine tests
21 administered to employees:

- 1 (A) The City may request urine and/or blood samples. The employee
2 may, at his sole option and expense, upon request receive a blood
3 test in addition to a urine test if none was ordered.
- 4 (B) The test shall be performed at a reputable hospital or laboratory
5 certified by the State of Florida as a medical laboratory, which
6 complies with the scientific and technical guidelines for federal drug
7 testing programs and the standards for certification of laboratories
8 engaged in urine drug testing for federal agencies issued by the
9 Alcohol, Drug Abuse and Mental Health Administration of the U.S.
10 Department of Health and Human Services and comply with
11 applicable Florida Statutes.
- 12 (C) Urine and/or blood specimens shall be drawn or collected at a
13 laboratory, hospital, doctor's office or medical facility. A union
14 representative shall be allowed to accompany the employee, if
15 requested, to the test and observe the collection of the specimen.
16 If the City or the laboratory requires an observer when the urine
17 specimen is given, the observer shall be of the same sex as the
18 employee being tested. All specimen containers and vials shall be
19 sealed with evidence tape, labeled and packaged if applicable, in
20 the presence of the employee and the union representative, if
21 available.
- 22 (D) At the time the urine specimen or blood samples are collected, two
23 samples shall be taken. In the event a urine specimen is tested as

1 positive under the drug testing screen, as specified below, a portion
2 of that sample shall be subjected to gas chromatography/mass
3 spectrophotometry [GC/MS testing]. If the GC/MS confirmation test
4 also is positive, the employee may request a portion of the urine
5 sample to be supplied to a qualified laboratory for independent
6 analysis, the cost of which will be paid by employee. The failure of
7 the Union or the employee to have a second test performed or
8 present the results to the City shall not be used against the
9 employee as a basis for discipline and shall not be introduced or
10 referred to in any arbitration or appeal proceeding. After
11 considering the results of the second test, if any, and any
12 explanation offered by the employee, the City may take such
13 disciplinary action utilizing the just cause standard pursuant to this
14 agreement. Such disciplinary action may include referral to a
15 substance abuse program or Employee Assistance Program for
16 Assessment, counseling and referral for treatment and
17 rehabilitation as appropriate.

18 (E) The results of urine and blood tests performed hereunder will be
19 held confidential to the extent permitted by law. Tests shall be
20 performed for the presence of alcohol, non-prescribed controlled
21 substances, chemical adulteration and/or narcotic drugs.

22 (F) Tests shall be conducted using recognized technologies and
23 recognized testing standards. Drugs, their metabolites, alcohol and

1 other substances for which the City will screen an employee's urine
2 and/or blood sample include, but are not limited to the following:
3 alcohol, amphetamines, barbiturates, benzodiazepines, cocaine
4 metabolites (benzoylecgonine), marijuana metabolites (delta-9-
5 tetrahydro-cannabinol-9-carboxylic acid), methaqualone, opiates,
6 and phencyclidine, and propoxyphene. All samples which test
7 positive on a screening test shall be confirmed by gas
8 chromatography/mass spectrophotometry [GC/MS]. Employees
9 shall be required to document their legal drug and/or substance
10 use, as required by the laboratory. Test results shall be treated
11 with the same confidentiality as other medical records (except that
12 they may be released to the City, the Union (if applicable) in any
13 proceedings held regarding any disciplinary action on account of a
14 positive drug test result, and to any proceedings held regarding any
15 disciplinary action on account of a positive drug test result, and to
16 any governmental agency). The affected employee must execute
17 any required releases as a condition precedent to being able to
18 challenge the City's compliance with this article and/or any aspect
19 of the drug/alcohol testing procedure and/or results.

1 The standards to be used for employee drug testing of urine specimens
2 are as follows:

3 Drug Testing Standards:

4 <u>Drug/Metabolite Test</u>	5 <u>Screening Test</u>	6 <u>Confirmation</u>
7 Amphetamines	1000 NG/ML	500 NG/ML
8 Barbiturates	300 NG/ML	150 NG/ML
9 Benzodiazepines	300 NG/ML	150 NG/ML
10 Cocaine	300 NG/ML	150 NG/ML
11 Marijuana	50 NG/ML	15 NG/ML
12 Methaqualone	300 NG/ML	150 NG/ML
13 Opiates	2000 NG/ML	300 NG/ML
14 Phencyclidine	25 NG/ML	25 NG/ML
15 Propoxyphene	300 NG/ML	150 NG/ML

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18 An employee will be considered to test positive for alcohol at the level
19 equal to or exceeding 0.04g% (blood specimen).

20 The levels used will be same as those set by the Federal Government
21 CDL Program. As those levels change so will the levels in this
22 Agreement. Levels found below those set above shall be determined as
23 negative indicators. Tests for other non-presented controlled substances
24 will be in accordance with federal government screening and confirmation
25 standards.

26 (G) The employee shall be presented with a copy of the laboratory
27 report of all specimens which were tested.

28 (H) At the conclusion of the drug testing, in the event a positive test is
29 indicated and disciplinary action is taken, the employee may grieve
30 such discipline through the contractual grievance arbitration
31 procedure.

1 (I) Employees who seek voluntary assistance for alcohol and
2 substance abuse through the Employee Assistance Program prior
3 to being ordered to take a drug and/or alcohol test, may not be
4 disciplined for seeking such assistance. Request from employees
5 for such assistance shall remain confidential to the employees or
6 officers without the employee's consent. Employees enrolled in
7 substance abuse programs as outpatients, shall be subject to all
8 City rules, regulations and job performance standards.

9 (J) All drug/alcohol testing shall occur during an employees regular
10 hours of work with all hours involved in the testing being
11 compensated by the City and computed as overtime for the
12 purposes of overtime and employee benefits.

13 (K) Each step in the testing process shall be documented in writing to
14 establish procedural integrity and to establish the chain of custody.
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ARTICLE 25 - NON-DISCRIMINATION

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- 25.1 No employee covered by this Agreement will be discriminated against by the City because of membership in the FOP or concerted activity.
- 25.2 The FOP will not discriminate against employees covered by this Agreement on the basis of their refusal to become FOP members.
- 25.3 Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability, religion and sexual orientation.
- 25.4 Violation of this article shall be neither grievable nor arbitrable.

1 **ARTICLE 26 - SEVERABILITY CLAUSE AND PROHIBITION**

2 **AGAINST REOPENING OF NEGOTIATIONS**

3
4 26.1 Should any provision of this collective bargaining agreement, or any part
5 thereof, be rendered or declared invalid by reason of any existing or
6 subsequently enacted state or federal law, or by any decree of a court of
7 competent jurisdiction, all other articles and sections of this Agreement
8 shall remain in full force and effect for the duration of this Agreement.
9 The parties agree to immediately meet and confer concerning any
10 invalidated provision(s).

11 26.2 Except as specifically provided in this Agreement, neither party hereto
12 shall be permitted to reopen or renegotiate this Agreement or any part
13 hereof. This Agreement contains the entire agreement of the parties on
14 all matters relative to wages, hours and terms and conditions of
15 employment as well as all other matters which were or could have been
16 negotiated prior to the execution of this Agreement.

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2 **ARTICLE 27 - PROMOTIONS TO THE RANK OF SERGEANT**

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4 27.1 The City agrees that when it administers any promotional examination for
5 the position of Sergeant, it will post a notice at least sixty (60) days in
6 advance of the examination advising interested employees of the following:

- 7 A. A list of study materials from which the examination is derived; The
8 City will make available (either provide a copy or arrange to have a
9 copy available for purchase by the employee at the same cost that
10 the City is charged) a copy of all source material in promotional
11 examinations to all qualified applicants.
- 12 B. The date and location of the examination; and
- 13 C. The numerical point identified for passing of any written examination
14 and the scoring formula used for each type of examination (i.e.,
15 weight assigned to various portions for the test).

16 27.2 In order to be eligible to take the promotional examination for the position of
17 Sergeant, the non-probationary employee must be able to demonstrate the
18 following:

- 19 A. Three (3) years of employment as a certified police officer as of the
20 date set for the promotional examination; and a minimum of sixty
21 (60) semester or ninety (90) quarter hours of an associates degree
22 from an accredited institution or
- 23 B. Five (5) years of employment as a certified police officer as of the
24 date set for the promotional examination.

1 27.3 The City will take all steps to assure that promotional examinations are
2 properly validated according to acceptable validation techniques, which are
3 agreed to by both parties.

4 27.4 The City will maintain any promotional list produced subject to this Article for
5 promotions to Sergeant for twenty-four (24) months. The City must post the
6 eligibility list and test scores within ten (10) days after receiving all
7 candidates final test scores. Any such list shall be deemed expired sooner
8 than the stated period if the list falls below three (3) names. In that event
9 the City will take immediate steps consistent with this Article to post notice
10 and administer a promotional examination.

11 27.5 The Chief of Police shall make all promotions to the rank of Sergeant from
12 a list established consistent with this Article. In deciding which eligible
13 employee(s) from the list to promote, the Chief of Police shall select in
14 his/her full and exclusive discretion, from the top three persons on the list
15 each time a selection is made.

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ARTICLE 28 – SUCCESSORS

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

ARTICLE 30 - WAGES - MERIT AND LONGEVITY

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30.1 Effective October 1, 2010 and October 1, 2011, employees' salaries shall continue to be paid in accordance with the Pay Plan attached as Appendix C (zero percent 0% increase in each of two years).

30.2 In October 2011, all bargaining unit employees then employed by the City will receive a lump sum payment equaling two percent (2%) of their respective base salaries. This lump sum payment will not be added to the salary steps in the City's salary plan and will not be calculated towards the employees' respective pensions.

30.3 Effective October 1, 2012, the employees' salaries shall be increased by an amount equal to the change in the Consumer Price Index ("CPI"). The CPI that will be used is the twelve (12) month change in July 2012 based on the published data of the U.S. Department of Labor Bureau of Labor Statistics – CPI-All Urban Consumers-Area: Miami-Fort Lauderdale, FL. However, if the CPI in July 2012 is more than four percent (4%), the salary increase effective October 1, 2012 shall be four percent (4%) and if the CPI in July 2012 is less than two percent (2%), the salary increase effective October 1, 2012 shall be two percent (2%).

30.2 Education incentive and training pay will be paid separately to the employee.

30.3 Premium Pay: Special assignment allowances shall be provided to bargaining unit employees as described below:

- (a) All Detectives, including the VIN unit: \$15.00 weekly; and

- 1 (b) Full time Motorcycle Officers: \$10.00 weekly.
- 2 30.4 Two percent (2%) of base salary shall be paid each October 1 as
3 longevity pay for all covered employees who have attained ten (10) years
4 of continuous service under this contract.
- 5 30.5 Officers promoted to the rank of Sergeant shall receive a minimum raise
6 of five percent (5%) and slotted into the next highest pay level.

ARTICLE 31 - UNION BUSINESS

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31.1 There shall be established a Union Business Time Bank for the purpose of affording bargaining unit employees the opportunity to perform Union related business without loss of pay or benefits.

31.2 The bank shall function as follows: Bargaining unit employees may donate no less than two (2) hours of their accrued vacation towards a Union Business Time Bank which may be used at the discretion of the Union for official Union business which is approved by the Chief of Police or his/her designee. Donations shall be on a status change form, signed by the employee and submitted to the Finance Department.

31.3 Charges against the Union Business Time Bank as provided in this article, shall only be made when approved in writing by the President or his/her designee in his absence.

31.4 Use and donation of time shall be recorded by the City.

ARTICLE 32 – NEGOTIATIONS

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32.1 The City agrees to compensate up to two (2) bargaining unit employees for all hours spent in collective bargaining negotiations between the City and the Union at straight time rates. Time spent in contract negotiations shall not count as time worked for the purpose of computing overtime under this Agreement.

32.2 Additional persons may be permitted to attend negotiations during work hours where such attendance would be helpful to the bargaining process determined in the sole and exclusive discretion of the Chief.

1 **ARTICLE 33 - PROBATIONARY EMPLOYEES**

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3 A. NEW EMPLOYEES

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5 33.1 A new employee of the Department shall be deemed in a probationary
6 status, beginning with the first day of employment as a State Certified
7 Police Officer and being duly sworn by the Chief of Police or his designee.

8 Employees who are hired after the effective date of this Agreement shall
9 serve a 12 month probationary period. This period may be extended by
10 the City up to an additional six months with prior written notice to the
11 employee and the FOP. The length of the probationary period of
12 employees in a probationary status as of the ratification of this Agreement
13 shall not be affected by this Article.

14 33.2 An employee's probationary year shall be tolled and extended during any
15 time period that the employee is not at work performing his/her regular,
16 normal duties for more than thirty (30) cumulative calendar days (e.g., sick
17 leave, light duty, and workers' compensation leave) during the employee's
18 probationary period. The probationary period will commence running only
19 when the employee returns to his/her normal duties.

20 33.3 An employee's probationary year also shall be tolled and extended by the
21 length of time that the probationary employee is placed on administrative
22 leave with pay or is placed on light or administrative duty while he or she
23 is the subject of an internal affairs investigation.

1 33.4 The City shall notify, in writing, the probationary employee of his/her
2 completion of the probationary period. Failure to notify the employee by
3 the City does not extend probation.

4 33.5 During an employee's probationary period, he/she serves at the will and
5 pleasure of the City. Accordingly, no probationary employee may grieve,
6 or otherwise challenge, any decision involving assignment, layoff or
7 discipline including discharge (for whatever reason). Probationary
8 employees may otherwise utilize the grievance/arbitration procedure
9 contained in this Agreement.

10 B. PROMOTIONS

11
12 33.6 In the event an employee receives a promotion from a lower to a higher
13 bargaining unit position, that employee shall serve a probationary period
14 of twelve (12) months of continuous employment from the time of
15 promotion as indicated on the approved Personnel Recommendation
16 form.

17 33.7 An employee's promotional probationary year shall be tolled and extended
18 during any time period that the employee is not at work performing his/her
19 regular, normal duties for more than thirty (30) cumulative calendar days
20 (e.g., sick leave, light duty, and workers' compensation leave) during the
21 employee promotional probationary period. The promotional probationary
22 period will commence running only when the employee returns to his/her
23 normal duties.

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Upon expiration of the promotional probationary period, the Chief of Police or his 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 with no loss of seniority wages or benefits. Such reversion shall be final with no rights of appeal to any authority including the grievance procedure contained in this Agreement.

1 **ARTICLE 34 - LEAVES OF ABSENCE**

2
3 34.1 Leaves of absence with or without pay may be granted by the City for any
4 reasonable purpose to an employee. All requests for leaves of absence
5 with or without pay will be presented to the City through the Chain of
6 Command for his approval or disapproval prior to the granting of said
7 leave. All denials for such leave shall be in writing. The City's decision as
8 to any request shall be neither grievable nor arbitrable.
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ARTICLE 35 - LEAVE BANK

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35.1 A voluntary leave bank, guidelines and methods of operation may be established for bargaining unit members by the Union. Records as to balance and use shall be kept by the City.

35.2 The Union will indemnify, defend and hold the City harmless against any claims made or grievances filed against any suit instituted against the City on account of Leave Bank functions.

ARTICLE 36 - BEREAVEMENT LEAVE

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36.1 Time-off provisions for bereavement leave: Where there is a death in the immediate family of an employee, as defined below, that member shall be granted four (4) days off without loss of pay or benefits.

36.2 The term "immediate family" defined as the employee's: Father, mother, spouse, father-in-law, mother-in-law, brother, sister, grandparents, spouse's grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law, son or daughter, step-parents or step-children (or members of the employee's family as approved by the Chief).

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

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

36.5 In the event that the employee shall require additional time other than provided above, the employee may request additional time from the Chief of Police and such request shall not be unreasonably denied. Such time shall be deducted from vacation, holiday and/or sick leave accumulated.

ARTICLE 37 - SHIFT EXCHANGE

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37.1 An employee may exchange shifts on a temporary basis with employees of equal rank upon receiving prior approval from the Police Chief or his designee, however, such exchange must be completed within a twelve (12) month period. The City's decision denying a shift exchange shall not be grievable or arbitrable.

ARTICLE 39 – REPRODUCTION

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- 39.1 The City shall be responsible for supplying the FOP with a disk of the Agreement and two hard paper copies.
- 39.2 The FOP may use City machines to duplicate this Agreement provided that the FOP supplies the City with necessary paper to make such copies.

ARTICLE 40 - CRITICAL INCIDENT

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40.1 Any bargaining unit employee who is involved in a critical incident shall not be required to make an oral or written statement for at least twenty-four (24) hours of said incident. A critical incident shall mean an incident involving the use of deadly force, death or serious bodily injury. This shall not relieve the officer of the duty to provide immediate information necessary to allow the investigation or action to proceed.

1 **ARTICLE 41 - FLORIDA LAW ENFORCEMENT OFFICERS BILL OF RIGHTS**

2
3 41.1 The parties hereto agree to incorporate herein the terms and provision of
4 Florida Statutes, Chapter 112.532, 112.533 and 112.534. Violations of
5 this section shall be neither grievable nor arbitrable. Violations of this
6 section shall be redressed through applicable judicial proceedings.

7

1 **ARTICLE 42 - PRIVATE DUTY DETAIL**

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3 42.1 If injured while on an assigned private duty detail said employee shall be
4 entitled to the same rights, privileges, and benefits as if he were injured
5 while performing his duties for the City of Lauderhill, provided the
6 Lauderhill Police Department has made the assignment.

7 42.2 Commencing on the first day of the month following approval by the City
8 Commission, Officers engaged in private duty details shall receive \$31.50
9 per hour with a minimum of three (3) hours. Effective October 1, 2009,
10 Officers engaged in private duty details shall receive \$33.00 per hour with
11 a minimum of three (3) hours. Officers working a detail shall be provided
12 with a marked or unmarked Lauderhill Police Department patrol vehicle for
13 use on and during the detail, subject to availability. The City agrees that it
14 will not discipline a bargaining unit employee who elects not to work a
15 detail in the event such detail requires the use of a patrol vehicle where no
16 such vehicle is then available.

17 42.3 When a private duty detail that an employee has agreed to work, is
18 cancelled by the vendor and/or the City, the employee shall not be entitled
19 to any form of compensation.

20 42.3 Any Officer who works a detail on the following days: Thanksgiving Day,
21 Christmas Eve, Christmas Day, New Year's Eve and New Year's Day will
22 be compensated at double the normal rate of pay.

1 **ARTICLE 43 – PENSION**

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3 43.1 During the negotiations that led to the collective bargaining agreement
4 between the City and Union covering the period October 1, 2007 to
5 September 30, 2010, the parties agreed to revise the City's Police
6 Officer's Retirement Plan (the "Plan") as follows:

7 43.1.1 Tier One

- 8 a. Employees hired on or before March 23, 2009 shall be part of Tier
9 One of the Plan. Tier One shall consist of all the benefits and
10 contributions offered by the Plan as of March 23, 2009 and as
11 amended thereafter.

12 43.1.2 Tier Two

- 13 a. Employees hired following March 23, 2009 shall be part of Tier Two
14 of the Plan.
- 15 b. Tier Two benefits shall be administered in the same manner as Tier
16 One benefits, except as follows:
- 17 1. Earnable compensation shall consist of:
- 18 i. a participant's base pay;
- 19 ii. longevity;
- 20 iii. education incentive pay as provided by section 943.22,
21 Florida Statutes
- 22 iv. assignment pay; and
- 23 v. up to 300 hours of overtime per calendar year.

- 1 2. The normal retirement date for Tier Two participants shall be
2 the completion of 25 years of credited service or the date
3 upon which the participants attains 55 with 10 years of
4 credited service.
- 5 3. The normal retirement benefit for Tier Two participants shall
6 be calculated using a 3% multiplier for each year of credited
7 service for a maximum normal retirement benefit of 75% of
8 final monthly compensation. Such participants may increase
9 their pension multiplier provided that all costs associated with
10 such an increase are borne solely by the participant as
11 determined by the actuary for the Plan.
- 12 4. Tier Two participants shall become fully vested in the Plan
13 after earning 7 years of credited service.
- 14 5. Tier Two participants are not entitled to the cost-of-living
15 adjustment in Section 2-87.2 of the City's code, which is in
16 the form of a thirteenth check.

17 43.1.3 Both Tier One and Tier Two participants who decide to purchase years of
18 credited service after March 23, 2009 and elect to pay for the cost of such
19 purchase by payroll deductions in installments must complete payments for
20 the purchase of credited service in 10 years. These participants shall be
21 assessed interest at the rate of 8% per year. Participants, who on March
22 23, 2009 are already making installments payments for the purchase of

1 credited service, shall be assessed interest rate of 5% for the first 5 years
2 and 8% for the next 5 years.

3 43.2 The following are the modifications to the Plan agreed to by the parties
4 during the negotiations that led to this Agreement and that will be adopted
5 by City Ordinance in connection therewith:

6 43.2.1 For all members employed by the City as of the date of ratification of this
7 Agreement who have been employed by the City since before October 1,
8 2001, the parties agree that the multiplier for the years of service that such
9 members actually worked for the City prior to October 1, 2001 shall be
10 retroactively increased from 3.0% to 3.5%.

11 43.2.2 All members employed by the City on or after the date on which this
12 Agreement is fully ratified shall, beginning on the fifth anniversary date of
13 the termination of their City employment (provided such member has at
14 least 20 years of credited service with the City or provided such member left
15 the City at age 55 or older with more than 5 years of credited service with
16 the City), receive a post-retirement stipend equal of \$10/month per year of
17 service. For example, an employee who worked for the City for 25 years
18 shall, beginning on the fifth anniversary of the termination of his/her City
19 employment, receive a stipend of \$250.00/month. An employee shall no
20 longer receive such stipend when he/her reaches 65 years of age.

ARTICLE 44 - NO SMOKING POLICY

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44.1 All employees hired after March 23, 2009 shall certify in a form provided for by the City that they are non-smokers, have not smoked cigarettes for the past year and will not smoke cigarettes on or off-duty while employed with the City. If an employee hired after March 23, 2009 of this Agreement smokes on or off-duty, he/she will be terminated effective immediately. The employee only will have the right to grieve whether he/she smoked and shall not have the right to challenge the discipline imposed.

1 ARTICLE- 45 - TERMS OF AGREEMENT

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3 Except as otherwise provided in this Agreement, this Agreement will become
4 effective upon ratification by both parties and shall remain in full force and effect
5 through and including September 30, 2013.

6
7 DATED the ___ day of _____, 2011.

8
9 FLORIDA STATE LODGE
10 FRATERNAL ORDER OF POLICE

CITY OF LAUDERHILL,
FLORIDA

11
12
13 By: _____
14 John Puleo
15 Staff Representative
16

By: _____
Charles Faranda
City Manager

17
18 By: _____
19 Andrew Kiefer
20 FOP Local President
21

Approved as to form:

22
23 _____
24 Special Labor Counsel
25 Brett J. Schneider
26

27
28 _____
29 City Attorney
30 Earl Hall
31

APPENDIX B - GRIEVANCE FORM

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NAME OF EMPLOYEE _____
CLASSIFICATION _____
IMMEDIATE SUPERVISOR _____

STATEMENT OF GRIEVANCE

ADJUSTMENT REQUIRED

NAME OF FOP REPRESENTATIVE: Joseph A. Puleo DATE: _____

SIGNATURE OF FOP REPRESENTATIVE: _____

DATE PRESENTED TO MANAGEMENT REPRESENTATIVE

SIGNATURE _____ TITLE _____

DISPOSITION OF GRIEVANCE _____

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APPENDIX C – PAY PLAN

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POLICE OFFICERS

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YEAR IN RANK	OCTOBER 1, 2010 – SEPTEMBER 30, 2011
1	52,548.65
2	53,862.20
3	55,478.40
4	57,141.65
5	59,426.70
6	61,803.31
7	64,276.56
8	67,489.89
9	70,864.69
10	74,529.86
11	78,129.32

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POLICE SERGEANTS

YEAR IN RANK	OCTOBER 1, 2010 – SEPTEMBER 30, 2011
1	70,864.69
2	74,408.63
3	78,129.32
4	82,034.38
5	86,138.19
6	90,444.72
7	94,966.50
8	96,866.27