

RESOLUTION NO. 16R-08-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, AUTHORIZING AND APPROVING THE RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE (FOP), LOCAL #161 IN EFFECT FOR THE THREE (3) YEAR TERM FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2019; PROVIDING TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA)

WHEREAS, the City Commission of the City of Lauderhill (the "City Commission") has reviewed and desires to approve and ratify the Collective Bargaining Agreement (the "Agreement") between the City of Lauderhill (the "City") and the Florida State Lodge, Fraternal Order of Police, Lodge #161 (the "FOP"), in effect from October 1, 2016 through September 30, 2019; and

WHEREAS, the City Commission finds that ratification of the Agreement is in the best interest of the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. The above stated recitals are hereby adopted and confirmed.

Section 2. Approval and Ratification of Agreement. The City Commission hereby approves and ratifies the Agreement between the City of Lauderhill and the Fraternal Order of Police Lodge, #161, in effect from October 1, 2016 through September 30, 2019, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

Section 3. Execution of Agreement. The City Manager is hereby authorized to sign the Agreement on behalf of the City.

Section 4. Implementation. The City Manager or his designee is authorized to take all actions necessary to implement the terms of the Agreement.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

DATED this 29 day of August, 2016.

PASSED AND ADOPTED on first reading this 29 day of August, 2016.


PRESIDING OFFICER

ATTEST:


CITY CLERK

MOTION
SECOND

Bates

~~Benson~~

M. BATES
H. BENSON
H. BERGER
K. THURSTON
R. KAPLAN

Yes

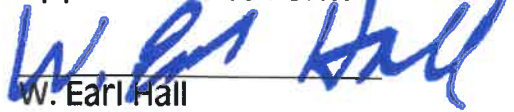
Yes

Yes

Yes

Yes

Approved as to Form


W. Earl Hall
City Attorney

Memo

DT: August 29, 2016 Commission Agenda

TO: Honorable Mayor and Members of the City Commission

**FR: Chuck Faranda, City Manager
Brett J. Schneider, Esq., Labor Counsel**

RE: Proposed Resolution Providing For Ratification of the Collective Bargaining Agreement Between the City and the Florida State Lodge, Fraternal Order of Police, Local #161.

RECOMMENDATION

It is recommended that the City Commission adopt the enclosed resolution which authorizes and approves the ratification of the Collective Bargaining Agreement (the "Agreement") between the City of Lauderhill (the "City") and the Florida State Lodge, Fraternal Order of Police, Local #161.

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement, which applies to the City's police officers and sergeants, is for a 3 year term commencing October 1, 2016 and expiring September 30, 2019. The following key sections of the Agreement have been summarized for the Commission's convenience:

- **Wages.**
 - (a) **Step Pay Plans.** Bargaining unit employees will continue to be paid pursuant to a step pay plan calling for automatic pay increases on their anniversary dates until the employees are topped out. The pay plan for police officers will increase from 9 to 10 steps. The pay plan for sergeants will increase from 5 to 8 steps. The revised pay plans for officers and sergeants will ensure that all bargaining unit members will receive a pay increase in either or both of the first two years of the contract. The increases between steps in the new pay plan are 5% per year.
 - (b) **Cost of Living Increases.** Because the foregoing changes to the Step Pay Plans will result in wage increases for all bargaining unit employees in either or both of the first two years of the contract, the Agreement does not provide for annual cost of living increases in those years. However, the Agreement does call for a cost of living increase in the third year of the contract (i.e., October 1, 2018

to September 30, 2019) of between 1.5% and 3% depending on the change in the CPI for the Miami-Fort Lauderdale area in that year.

(c) Longevity. Employees will be entitled to lump sum longevity payments based on their years of service as of October 1 of each year of the contract as follows:

- 10-14 years of completed service: 2%
- 15 to 19 years of completed service: 3%
- 20 or more years of completed service: 4%

(d) Premium Pay. Members in specialized units will receive an increase in their weekly premium pay from \$15.00/week to \$20.00/week.

The cost to the City to fund the foregoing wage increases over the term of the contract is estimated to be \$ _____.

• **Pension.** Bargaining unit employees have agreed to the following pension changes:

(a) Members shall, beginning upon the employee's separation from employment and provided that the employee is eligible to start drawing his/her normal retirement benefit immediately upon separation, receive a post-retirement stipend equal to \$10/month per year of service up to a maximum of 20 years of service (\$200/month), but will no longer receive such stipend upon reaching age 65.

(b) In order to comply with Senate Bill 172, the parties have agreed to create (but not fund) a share plan and have mutually consenting to continue using annual Chapter 185 premium tax revenues in the same manner in the future as they have been under existing past practice (enabling the City to continue to use such funds to offset the City's required contribution to the police pension plan).

• **Shoe Allowance.** Members' annual shoe allowance will increase from \$300/year to \$375/year..

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

2016 – 2019

A handwritten signature in blue ink, consisting of a large, stylized 'G' followed by a smaller, less legible signature.

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ARTICLE 1 – PREAMBLE

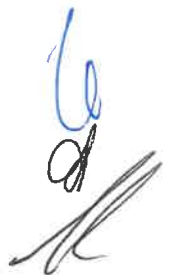
This Agreement is entered into this 29th day of August, 2016, by and between the City of Lauderdale, Florida (the "City"), and the Florida State Lodge, Fraternal Order of Police (the "FOP" or the "Union").

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

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

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

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



1 **ARTICLE 2 – RECOGNITION**

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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.



ARTICLE 3 - TERM OF AGREEMENT

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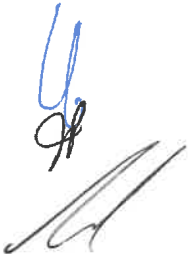
3.1 This Agreement shall be effective upon ratification by the FOP and the City, and shall continue until September 30, 2019.

3.2 Negotiations for a successor collective bargaining Agreement shall commence on or about June 1, 2019.

3.3 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, except as set forth in Section 30.6 of this Agreement.

3.4 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.

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



ARTICLE 4 - REPRESENTATION OF THE UNION

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

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

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



ARTICLE 6 - FOP ACTIVITIES AND BULLETIN BOARDS

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3 6.1 The FOP agrees that there shall be no solicitation for membership in the
4 FOP, signing up of members, collecting of any fees, dues or assessments or
5 meetings of the employee organization on City time.

6 6.2 With prior approval of the Chief or designee, on a case-by-case
7 basis, the FOP may distribute literature and hold Union meetings on City
8 time.

9 6.3 The FOP shall have a bulletin board in the police department in order
10 to post information regarding union business. All postings shall be approved
11 by the Police Chief in advance of being posted.
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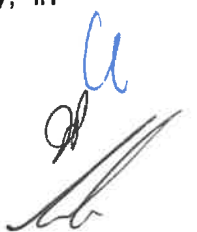


ARTICLE 7 - NO STRIKE

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3 7.1 "Strike" means the concerted failure to report for duty, the concerted
4 absence of employees from their positions, the concerted stoppage of work,
5 the concerted submission of resignations, the concerted abstinence in whole
6 or in part by any group of employees from the full and faithful performance of
7 their duties of employment with the City, participation in a deliberate and
8 concerted course of conduct which adversely affects the services of the City,
9 picketing or demonstrating in furtherance of a work stoppage, either during
10 the term of or after the expiration of a collective bargaining agreement.

11 7.2 Neither the FOP, nor any of its officers, agents and members, nor any
12 employee organization members, covered by this Agreement, will instigate,
13 promote, sponsor, engage in, or condone any strike, sympathy strike,
14 slowdown, sick-out, concerted stoppage or work, illegal picketing, or any
15 other interruption of the operations of the City.

16 7.3 Each employee who holds a position with the FOP occupies a position of
17 special trust and responsibility in maintaining and bringing about compliance
18 with this Article and the strike prohibition in Section 447.505, Florida
19 Statutes, and the Constitution of the State of Florida, Article 1, Section 6.
20 Accordingly, the FOP, its officers, stewards and other representatives agree
21 that it is their continuing obligation and responsibility to maintain compliance
22 with this Article and the law, including their responsibility to abide by the
23 provisions of this Article and the law by remaining at work during any
24 interruption which may be initiated by others; and their responsibility, in



1 event of breach of this Article or the law by other employees and upon the
2 request of the City, to encourage and direct employees violating this Article
3 or the law to return to work, and to disavow the strike publicly.

4 7.4 Any or all employees who violate any provisions of the law prohibiting strikes
5 or of this Article may be dismissed or otherwise disciplined by the City.

6 7.5 The City agrees to adhere to the provisions of Chapter 447, Florida Statutes,
7 regarding the prohibition on lockouts.

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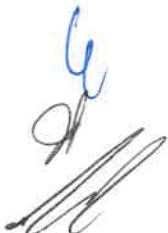
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ARTICLE 8 - DUES CHECK-OFF

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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 demote police lieutenants into the rank of sergeant, provided that the lieutenant has previously served as a sergeant for the City and provided that the demotion does not become effective until the lieutenant exhausts any rights he/she has under any applicable collective bargaining agreement or civil service rule to appeal said demotion.

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

10.1.6 To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or



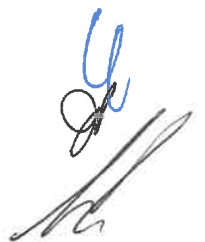
- 1 merge any department and to alter, combine, or reduce any division
2 thereof;
- 3 10.1.7 To determine the number of all employees who shall be employed by
4 the City, the job make up, activities, assignments and the number of
5 hours and shifts to be worked per week including starting and quitting
6 time of all employees subject to the Article entitled Hours of Work and
7 Overtime;
- 8 10.1.8 To determine the number, types, and grades of positions or
9 employees assigned to an organizational unit, department or project,
10 and the right to alter, combine, reduce, expand, or cease any
11 position;
- 12 10.1.9 To determine internal security practices;
- 13 10.1.10 Control the use of equipment and property of the City;
- 14 10.1.11 Fill any job on an emergency basis;
- 15 10.1.12 Formulate and implement department policy, rules and regulations;
16 and
- 17 10.1.13 Introduce new or improved services, maintenance procedures,
18 materials, facilities and equipment, and to have complete authority to
19 exercise those rights and powers incidental thereto, including the
20 right to make unilateral changes when necessary.
- 21 10.2 If the City fails to exercise any one or more of the above functions from time
22 to time, it shall not be deemed a waiver of the City's right to exercise any or
23 all of such functions.



1 10.3 Any management rights, powers or privileges of the City not expressly
2 modified or restricted by a specific provision of this Agreement shall remain
3 with the City and shall not be subject to the grievance or arbitration
4 procedure contained herein. This provision shall not affect the Union's right
5 to grieve and/or arbitrate the application of any of the above mentioned
6 management rights.

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

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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 that
5 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 basis
10 of the decision most recently given. Failure on the part of the City to answer
11 within the time limits set forth in any step will entitle the employee to proceed
12 to the next step.

13 11.3 Grievances shall be processed in the following manner.

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

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

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

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



1 together with a request form signed by the employee/Union
2 requesting that the Step 2 decision be reversed or modified. The City
3 Manager or his/her designee may conduct a meeting with the
4 grievant and his/her representative, if needed. The City Manager or
5 his/her designee shall, within ten (10) calendar days (or such longer
6 period of time as is mutually agreed upon in writing), render his/her
7 decision in writing. For grievances challenging the issuance of a
8 written reprimand, the City Manager's decision at Step 3 shall be final
9 and binding and neither the aggrieved employee nor the FOP shall
10 have the right to advance said grievance to arbitration, provided such
11 written reprimand is the first written reprimand issued to that particular
12 employee in the two year period preceding the issuance of the
13 reprimand. If an employee is issued more than one written reprimand
14 within a two year period, that employee or the FOP shall have the
15 right to grieve the written reprimand(s) beyond the first one to
16 arbitration.

17 11.4 Where a grievance is general in nature in that it applies to a number of
18 employees having the same issue to be decided, it shall be presented
19 directly to the Chief of Police or his/her designee at Step 2 of the
20 grievance procedure, within the time limit provided for the submission of
21 the grievance in Step 1, and signed by the aggrieved employees or the
22 FOP representative on their behalf.



1 11.5 In the event a grievance processed through the grievance procedure other
2 than a grievance challenging the issuance of a first written reprimand of an
3 employee in a two year period has not been resolved at Step 3, the City or
4 the FOP may submit the grievance to arbitration within ten (10) calendar
5 days after the City Manager (or a designee) renders a written decision on
6 the grievance, or the due date of that decision if no written decision is made.

7 11.6 An individual bargaining unit member may proceed to arbitration in
8 accordance with Section 11.5 above provided that such member receives
9 written consent from the FOP within ten (10) calendar days after the City
10 Manager (or a designee) renders a written decision on the grievance, or the
11 due date of that decision if no written decision is made, and provides the City
12 with a copy of such written consent within that ten (10) day period.

13 11.7 The arbitrator may be any impartial person mutually agreed upon by the
14 parties. In the event the parties are unable to agree upon said impartial
15 arbitrator within ten (10) calendar days after the City or FOP request
16 arbitration, the party demanding arbitration shall, within ten (10) calendar
17 days of the date on which the parties reach impasse over the mutual
18 selection of an arbitrator as set forth above, request a list of seven (7)
19 names from the Federal Mediation and Conciliation Service. Within ten (10)
20 calendar days of receipt of the list, the parties shall alternatively strike
21 names, the City striking first. The remaining name shall act as the Arbitrator.

22 11.8 The City and the FOP shall mutually agree in writing as to the statement of
23 the grievance to be arbitrated prior to the arbitration hearing, and the



1 Arbitrator shall confine his/her decision to the particular grievance
2 specified. In the event the parties fail to agree on the statement of the
3 grievance to be submitted to the Arbitrator, the Arbitrator will confine
4 his/her consideration and determination to the written statement of the
5 grievance and the response of the other Party. Copies of any
6 documentation provided to the Arbitrator by either party shall be
7 simultaneously provided to the other party.

8 **11.9** The Arbitrator shall have no authority to change, amend, add to, subtract
9 from, or otherwise alter or supplement this Agreement or any part thereof
10 or amendment thereto. The Arbitrator shall have no authority to consider
11 or rule upon any matter which is stated in this Agreement not to be subject
12 to arbitration.

13 **11.10** Copies of the Arbitrator's decision shall be furnished to both parties within
14 twenty (20) days of the closing of the Arbitration hearing. The Arbitrator's
15 decision will be final and binding on the parties.

16 **11.11** The Arbitrator may not issue declaratory or advisory opinions.

17 **11.12** Unless otherwise agreed to by both parties, grievances under this
18 Agreement shall be processed separately and individually. Accordingly,
19 only one (1) grievance shall be submitted to an Arbitrator for decision in
20 any given case.

21 **11.13** Each party shall bear the expense of its own witnesses and of its own
22 representatives for the purposes of the arbitration hearing. The impartial
23 Arbitrator's fee and any related expenses including any cost involved in



1 requesting a panel of arbitrators shall be paid by the non-prevailing party.
2 The hearing room shall be supplied and designated by the City. Any
3 person desiring a transcript of the hearing shall bear the cost of such
4 transcript, unless both parties mutually agree to share such cost.

5 11.14 Settlement of grievances prior to the issuance of an arbitration award shall
6 not constitute a precedent or an admission that the Agreement has been
7 violated.

8 11.15 A probationary employee may not grieve any matter concerning assignment,
9 discipline or discharge.

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ARTICLE 12 - POLICIES AND PERSONNEL RULES

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

12.2 Any changes or additions to the Personnel Policies and Procedures and/or the General Orders shall be copied to the FOP at least ten (10) calendar days prior to their effective date. This ten (10) day period may be waived by the FOP upon request of the City.

12.3 In the event of any conflict between the terms of this Agreement, the General Orders, or the Personnel Policies, the following hierarchy in application shall apply: the Agreement, the General Orders, Personnel 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 shall provide bargaining unit employees with a copy of any document placed in that employee's personnel file.
- 13.4 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.



ARTICLE 14 - LEGAL REPRESENTATION

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

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

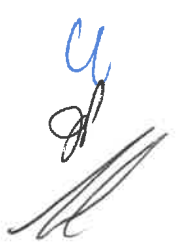
11 15.3 Nothing herein shall require the payment of straight time or time and one-
12 half when an insubstantial amount of time is worked in excess of the
13 length of the employee's normal shift. For the purpose of this Article, an
14 insubstantial amount of time shall be considered any period of time 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 on a six month basis and will take
9 effect in the first pay period of February and August of each 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
20 of overtime.



ARTICLE 16 – HOLIDAYS

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

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Martin Luther King's Birthday

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

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

16.3 For each observed holiday set forth above, a bargaining unit employee shall be entitled to one (1) day of holiday pay at the employee's regular rate of pay. An employee required to work and who actually works on an observed holiday shall receive pay for hours worked on that holiday



1 at the employee's regular rate of pay in addition to the day of holiday pay.
2 The holiday pay shall be equal to the number of hours in a shift that the
3 employee is regularly scheduled to work. For example, if an employee
4 regularly works ten (10) hour shifts, that employee shall receive ten (10)
5 hours of holiday pay.

6 16.4

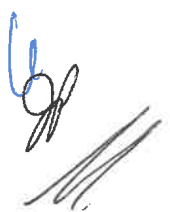
7 Employees will be permitted to sell accrued holiday/incentive time
8 to the City as set forth herein. The City shall purchase such
9 holiday/incentive time at Employee's rate of pay at the time of the
10 purchase. Hire date seniority will dictate priority with regard to the sell
11 back of holiday/incentive time. Requests to sell back accrued
12 holiday/incentive time must be submitted to the City's Finance Director by
13 August 1 of each fiscal year. The City will budget a minimum of seventy
14 five thousand dollars (\$75,000.00) each year to buy back accrued
15 holiday/incentive time from members of the bargaining unit. Every time an
16 employee makes an election to sell back holiday pay, he/she will be
17 required to make a unconditional election as to whether they want the time
18 sold to be treated as pensionable. If an employee elects to have his/her
19 payout treated as pensionable, the City will deduct the employee's
20 pension contribution from such payout and the payout will count toward
21 the employee's pensionable earnings provided the money is paid out in
22 the employee's calculating years. If an employee elects not to have
23 his/her payout treated as pensionable, the employee will not be required
to make pension contributions from such payout and the payout will not



1 count toward the employee's pensionable earnings. Nothing herein
2 precludes an employee who separates service from the City for any
3 reason from receiving a payout from the City of all accrued and unused
4 holiday/incentive time that the Employee has at the time of his/her
5 separation from service, provided that for holiday/incentive time earned
6 prior to April 28, 2014, such time shall be paid out at the rate of pay
7 earned by the member as of September 30, 2014. Holiday/incentive time
8 earned after April 28, 2014 shall be paid out at the member's rate as of
9 September 30 of the fiscal year in which said leave was earned.

10 16.5

All members of the bargaining unit who work a Monday through
11 Friday schedule shall treat holidays falling Monday through Friday as
12 normally scheduled workdays.
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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	120 hours
Five (5) but less than ten (10) years	156 hours
Ten (10) years and over	204 hours

17.2 Bargaining unit members will be subject to a “soft cap” of five hundred and forty (540) hours of vacation leave. The “soft cap” is understood to mean the following:

17.2.1 Bargaining unit members may not have more than five hundred and forty (540) hours of accrued vacation leave on September 30th of any year.

17.2.2 Bargaining unit members may accrue vacation hours in excess of five hundred and forty (540) hours during the fiscal year, but must reduce their leave banks to five hundred and forty (540) hours by the end of the fiscal year (i.e., by September 30th of every year).

17.2.3 Bargaining unit members who have attempted to reduce their leave banks during the fiscal year, but have been unable to do so because their vacation requests have been denied three (3) or more times during the fiscal year, will have a grace period until November 30th of that year to use up to forty (40) hours of their vacation in excess of five hundred and forty (540) hours. If they fail to reduce their leave banks to five hundred and forty (540) hours within the grace period, any leave in excess of the five hundred and forty (540) hours will be forfeited as of November 30th.



1 17.3 At least 120 hours of leave must be used by the employee prior to the
2 employee's anniversary year date or such leave shall be forfeited, except
3 for the employee's first year of employment with the City. An employee
4 may not use any vacation leave prior to completing his or her first year of
5 service. If the employee is unable to use vacation leave due to
6 operational necessity, as determined by the department, the vacation shall
7 be carried over to the next anniversary year. The employee's anniversary
8 year date is determined by the date the employee becomes employed as
9 a sworn law enforcement officer with the City.

10 17.4 In handling the administration and scheduling of annual vacation leave,
11 the parties agree that the written policies of the Personnel Department and
12 the Police Department in existence at the time of execution of this
13 Agreement shall be adhered to.

14 17.5 Scheduling of vacations shall be by seniority in the Police Department as
15 defined in the article entitled "Seniority; Layoff and Recall". Scheduling of
16 vacations for sworn officers that are assigned to shifts shall be based
17 upon departmental seniority.

18 17.6 The City will maintain a vacation/time off schedule and refer to it prior to
19 accepting a subpoena from the Court.

20 17.7 Upon permanent separation from the City, an employee, or the
21 employee's designated beneficiary, will be paid for accumulated vacation
22 leave up to a maximum of 540 hours. Vacation leave earned prior to April
23 28, 2014 shall be paid out at the member's rate as of September 30, 2014.



1 Vacation leave earned after April 28, 2014 shall be paid out at the member's
2 rate as of September 30 of the year in which said leave was earned. When
3 vacation leave is used, an individual employee's oldest accrued vacation
4 leave earned will be the vacation leave used.

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A handwritten signature in blue ink, consisting of a stylized 'L' followed by a cursive name, possibly 'L. J. ...', with a long horizontal stroke at the end.

1 **ARTICLE 18 – INSURANCE**

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3 18.1 **Medical Insurance**

4 18.1.1 The City agrees to pay the medical insurance premium
5 for 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 the
14 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 family
21 rate or equivalent dollar amount towards PPO family dental coverage.
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24 18.3 **Life Insurance and Accidental Death/Dismemberment Insurance**



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

5 18.4

 An employee will be entitled to short term disability benefits which
6 were in effect at the time of the execution of this collective bargaining
7 agreement for any covered disabling injury which prohibits the employee
8 from performing his or her regular job, or any other job in the Police
9 Department, which the City may request the employee to perform during the
10 period of short term injury or illness provided that the employee shall not be
11 entitled to such benefits until the employee has exhausted accrued sick
12 leave, or fifteen (15) calendar days following the date of injury or illness,
13 whichever period is longer.
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ARTICLE 20 – UNIFORMS / VEHICLES

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20.1 Upon appointment, each newly hired sworn officer will be issued 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 October 1, 2016, uniformed police officers shall receive an annual uniform and shoe allowance of three hundred seventy five dollars (\$375.00) payable by October 31 of each year.

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 has received 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.

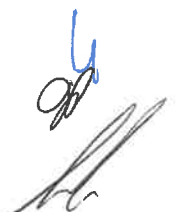
3 A. Wrist watches damaged or lost through no fault of the employee
4 shall be repaired or replaced at a cost not to exceed \$50.

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. If not sufficient, the employee shall be
16 liable for 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 thirty (30) days,
10 suspension or separation due to layoff shall not be included in the determination of
11 continuous service. Authorized paid leaves of absence shall be included as part of
12 continuous service. Rehired officers' seniority shall be based upon the date of their
13 most recent rehiring.

14 21.2 In the event of a lay-off and subject to operational necessity, employees covered by
15 this Agreement shall be laid off in the inverse order of their Classification Seniority.
16 If more than one (1) classification is affected, an employee laid off from a higher
17 classification within the bargaining unit shall be given an opportunity to bump to the
18 next lower classification in the bargaining unit. Upon reverting to a lower
19 classification in the bargaining unit, an employee's Classification Seniority shall be
20 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. The foregoing provision applies to
23 lieutenants who are demoted into sergeants' positions pursuant to Article 10.



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 fifteen (15)
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 fifteen (15) 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

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 240 hours	-	No Payment
240 hours to 720 hours	-	40%
In excess of 720 hours	-	60%

Sick leave earned prior to April 28, 2014 shall be paid out at the member's rate as of September 30, 2014. Sick leave earned after April 28, 2014 shall be paid out at the member's rate as of September 30 of the year in which said leave was earned. When sick leave is used, an individual employee's oldest accrued sick leave earned will be the sick leave used.

22.3 Effective October 1, 2016, if an employee does not use any sick time during any calendar quarter (as set forth below), he/she shall be awarded one (1) personal day. The calendar quarters are October – December, January – March, April – June and July – September. Personal days earned pursuant to this provision must be used before the end of the fiscal year in which they are earned. In the event a personal day is earned during the quarter ending September 30, the accrued leave must be taken in October.

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.



1 22.5 If and whenever use of such leave appears to be abused, or where an
2 employee consistently uses sick leave as it is earned, the employee may be
3 required to furnish a doctor's note as proof of the necessity for such
4 absence. The employer reserves the right to investigate all absences and
5 require employee to furnish a medical certificate. The employer also
6 reserves the right to require a sick employee to remain at home while off sick
7 except when seeing a physician or performing any other necessary task
8 approved first by the Department Head or designee. Any employee using
9 sick leave to care for a family member may leave home only if necessary to
10 provide care or transportation to immediate family members.

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

14 22.6 Sick leave donation will be permitted in accordance with applicable
15 Police Department policy in effect upon ratification of this Agreement. In
16 order to receive donated sick leave, an employee must have exhausted all
17 of his/her other paid leave.

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ARTICLE 23 - ON-THE-JOB INJURY

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3 23.1 When an employee covered by this Agreement is compelled to be absent
4 from duty because of an injury or illness determined to be compensable
5 under the provisions of the Worker's Compensation Act, he/she shall be
6 entitled to full pay less any benefit under the Worker's Compensation Act for
7 a period of time not to exceed forty five (45) working days. The same time
8 period may be extended based upon a review and recommendation by the
9 Human Resources Director and the Police Chief with the approval of the City
10 Manager, based upon the results of a medical examination. To be eligible
11 for any extensions, the employee must, if directed by the City Manager,
12 submit an application for disability retirement to the Pension Board or submit
13 to a physical examination to determine the approximate length of time
14 necessary to return to duty. The City Manager may, in his sole discretion, at
15 any time during the extension, terminate such extension if he/she
16 determines that the extension is no longer in the best interest of the City and
17 the employee concerned. In that event, the employee, at the sole and
18 exclusive discretion of the City Manager, may either be placed on unpaid
19 leave status (after the employee is allowed to exhaust all accrued leave) or
20 separated from employment.

21 23.2 When so directed by the City, any employee out of work due to an
22 on-the-job injury shall present himself/herself for a medical examination.
23 The City will bear the full expense of said examination by a City appointed
24 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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ARTICLE 24 - DRUG TESTING

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

- A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
- B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
- C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
- D. Evidence that an individual has tampered with a test administered under this Article during his employment with the City;
- E. Evidence that an employee has, during his/her employment, sold, solicited or purchased drugs outside of his/her job responsibilities; and/or
- F. After an on the job injury and/or accident, including motor vehicle 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 before the employee is tested. Without delaying
6 the test, the officer will be offered an opportunity to explain his/her
7 behavior. If both supervisors continue to have "reasonable suspicion" the
8 officer will be ordered to 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, up
19 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



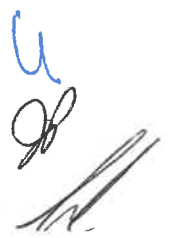
1 positive under the drug testing screen, as specified below, a portion
2 of that sample shall be subjected to gas chromatography/mass
3 spectrophotometry [GC/MS testing]. If the GC/MS confirmation test
4 also is positive, the employee may request a portion of the urine
5 sample to be supplied to a qualified 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 rehabilitation
17 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.
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1 The standards to be used for employee drug testing of urine specimens
2 are as follows:

3 Drug Testing Standards:

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
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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/dl (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
27 laboratory 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 employee's 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. The
9 parties agree to immediately meet and confer concerning any invalidated
10 provision(s).

11 26.2 Except as specifically provided in this Agreement, neither party
12 hereto shall be permitted to reopen or renegotiate this Agreement or any
13 part hereof. This Agreement contains the entire agreement of the parties
14 on 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.



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

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3 27.1

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

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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 Sergeant, the non-probationary employee must be able to demonstrate the following:

- 17
18
19 A. Three (3) years of employment as a certified police officer with the
20 City of Lauderhill as of the date set for the promotional examination;
21 and a minimum of sixty (60) semester or ninety (90) quarter hours of
22 an associates degree from an accredited institution; or
- 23 B. Five (5) years of employment as a certified police officer with the City
24 of Lauderhill as of the date set for the promotional examination.

1 C. NOTE – officers who are subject to a Last Chance Agreement at the
2 time of the promotional examination will be permitted to participate in
3 the promotional process. However, the officer will not be placed on
4 the final eligibility list for promotion to sergeant until such time as the
5 Last Chance Agreement has expired. Once expired, the officer will
6 be slotted on the eligibility list based on his/her test scores.

7 27.3 The City will take all steps to assure that promotional examinations are
8 properly validated according to acceptable validation techniques, which are
9 agreed to by both parties.

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

17 27.5 The Chief of Police shall make all promotions to the rank of Sergeant from a
18 list established consistent with this Article. In deciding which eligible
19 employee(s) from the list to promote, the Chief of Police shall select in
20 his/her full and exclusive discretion, from the top three persons on the list
21 each time a selection is made.
22

ARTICLE 28 – SUCCESSORS

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 29 - COURT TIME AND STANDBY`

29.1

Any employee who is required to appear as a witness as a result of job related employment with the City shall be entitled to the following:

- A. Regular pay if called to testify during regularly scheduled work hours.
- B. If called to testify outside the employee's regular hours of work, the employee shall be entitled to overtime compensation for every hour or fraction thereof during which he/she was in attendance or appearance, but in no event less than three hours.
- C. In such cases, the employee will submit the witness fee to the City's Finance Department.



ARTICLE 30 - WAGES - MERIT AND LONGEVITY

1
2 30.1 Employees shall be paid in accordance with the Pay Plan attached
3 as Appendix C. In the first year of this Agreement, officers and sergeants
4 will be slotted in this Pay Plan at the first Step that provides them with a
5 pay increase over their current base salaries. In the second year of this
6 Agreement, officers and sergeants will move to the next step in their
7 respective plans on their respective anniversary dates. On October 1,
8 2018, all bargaining unit employees employed by the City on that date
9 shall receive a salary increase in an amount equal to the change in the
10 CPI which amount will be rounded to the closest tenth of a percentage.
11 The CPI that will be used is the twelve (12) month change from August
12 2017 to August 2018 based on the CPI for All Urban Consumers for the
13 Miami-Fort Lauderdale Area (all items index) published by the U.S.
14 Department of Labor Bureau of Labor Statistics. However, if the CPI is
15 more than three percent (3%), the salary increase will be three percent
16 (3%) and if the CPI is less than one and one half percent (1.5%), the
17 salary increase will be one and one half percent (1.5%).

18 30.2 Education incentive and training pay will be paid separately to the
19 employee.

20 30.3 Premium Pay: Members in the following special assignments shall
21 receive a weekly allowance of \$20.00 per week: CID, VIN, K9, SET and
22 Traffic Officers.



1 30.4 Employees who have completed 10 to 14 years of continuous
2 service as a bargaining unit employee as of October 1 of each year
3 beginning October 1, 2016 shall receive a lump sum longevity payment of
4 two percent (2%) of their base pay. Employees who have completed 15 to
5 19 years of continuous service as a bargaining unit employee as of
6 October 1 of each year beginning October 1, 2016 shall receive a lump
7 sum longevity payment of three percent (3%) of their base pay.
8 Employees who have completed 20 or more years of continuous service
9 as a bargaining unit employee as of October 1 of each year beginning
10 October 1, 2016 shall receive a lump sum longevity payment of four
11 percent (4%) of their base pay. All longevity payments will be made on or
12 before October 31 of each year.

13 30.5 Officers promoted to the rank of Sergeant shall receive a minimum
14 raise of five percent (5%) and slotted into the next highest pay level.

15 30.6 It is specifically agreed and understood that employees covered by
16 this Agreement shall not be eligible for any step increases, longevity
17 payments, cost-of-living adjustments or any other wage adjustments
18 whatsoever after September 30, 2019, unless specifically negotiated in
19 any successor collective bargaining agreement. This provision will not
20 apply if the FOP presents the City with a complete contract proposal and
21 five proposed dates for negotiations prior to March 1, 2019.

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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 shall donate no less than two (2) hours of their accrued vacation towards a Union Business Time Bank per fiscal year 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.



1 33.8 Upon expiration of the promotional probationary period, the Chief of Police
2 or his designee shall make a determination as to whether the employee
3 shall become permanent in the position to which he/she was promoted. In
4 the event the Chief of Police or his/her designee fails to make a positive
5 recommendation, the employee shall automatically revert to his/her former
6 classification from which he/she has been promoted with no loss of
7 seniority wages or benefits. Such reversion shall be final with no rights of
8 appeal to any authority including the grievance procedure contained in this
9 Agreement.

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ARTICLE 34 - LEAVES OF ABSENCE

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34.1

Leaves of absence with or without pay may be granted by the City for any reasonable purpose to an employee. All requests for leaves of absence with or without pay will be presented to the City through the Chain of Command for his approval or disapproval prior to the granting of said leave. All denials for such leave shall be in writing. The City's decision as to any request shall be neither grievable nor arbitrable.



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.



1 **ARTICLE 38 - LABOR-MANAGEMENT COMMITTEE**

2
3 38.1 The Labor-Management Committee will be composed: a) of up to three (3)
4 members appointed by the Chief of Police or his designee, which will
5 include the Chief of Police, and b) up to three (3) Union members
6 appointed by the FOP who shall be members of the bargaining unit. The
7 committee will meet upon the request of either party within ten (10) days
8 unless otherwise mutually agreed upon at a place established by the Chief
9 of Police.

10 38.2 The purpose of the Labor-Management Committee is to facilitate
11 communications between management and members of the Union and to
12 provide a forum to discuss law enforcement related activities. It is agreed
13 that the Labor-Management Committee is not to be utilized as a substitute
14 for the collective bargaining process or as a forum to discuss issues that
15 should be discussed through the collective bargaining process.
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ARTICLE 39 – REPRODUCTION

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- 39.1 The City shall be responsible for supplying the FOP with a disk or flash drive containing 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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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.



ARTICLE 42 - PRIVATE DUTY DETAIL

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3 42.1 If injured while on an assigned private duty detail said employee
4 shall be entitled to the same rights, privileges, and benefits as if he were
5 injured 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
8 City Commission, Officers engaged in private duty details shall receive
9 \$30.00 per hour with a minimum of three (3) hours. The rate the City will
10 charge for such details will be \$37.00 per hour, which the City may
11 increase without bargaining over the term of this Agreement to account for
12 increases by competitive agencies. Officers working a detail shall be
13 provided with a marked or unmarked Lauderhill Police Department patrol
14 vehicle for use on and during the detail, subject to availability. The City
15 agrees that it will not discipline a bargaining unit employee who elects not
16 to work a detail in the event such detail requires the use of a patrol vehicle
17 where no such vehicle is then available.

18 42.3 Earnings from private duty details are not pensionable.

19 42.4 When a private duty detail that an employee has agreed to work is
20 cancelled by the vendor and/or the City, the employee shall not be entitled
21 to any form of compensation.

22 42.5 Any Officer who works a detail on the following days: Thanksgiving
23 Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day
24 will be compensated at double the normal rate of pay.

ARTICLE 43 – PENSION

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

43.1.1 Tier One

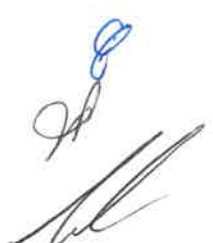
a. Employees hired on or before March 23, 2009 shall be part of Tier One of the Plan. Tier One shall consist of all the benefits and contributions offered by the Plan as of March 23, 2009 and as amended thereafter.

43.1.2 Tier Two

a. Employees hired following March 23, 2009 shall be part of Tier Two of the Plan.

b. Tier Two benefits shall be administered in the same manner as Tier One benefits, except as follows:

1. Earnable compensation shall consist of:
 - i. a participant's base pay;
 - ii. longevity;
 - iii. education incentive pay as provided by section 943.22, Florida Statutes
 - iv. assignment pay; and
 - 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 the
16 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 23,
22 2009 are already making installments payments for the purchase of credited



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

3 43.2 During the negotiations that led to the collective bargaining
4 agreement between the City and Union covering the period October 1,
5 2010 to September 30, 2013, the parties agreed to revise the City's Police
6 Officer's Retirement Plan (the "Plan") as follows:

7 43.2.1 For all members employed by the City as of the date of April 25, 2011 who
8 have been employed by the City since before October 1, 2001, the parties
9 agree that the multiplier for the years of service that such members actually
10 worked for the City prior to October 1, 2001 shall be retroactively increased
11 from 3.0% to 3.5%.

12 43.2.2 All members employed by the City as of April 25, 2011 who retired from City
13 service on or before the ratification date of the 2016-2019 Agreement shall,
14 beginning on the fifth anniversary date of the termination of their City
15 employment (provided such member has at least 20 years of credited
16 service with the City or provided such member left the City at age 55 or older
17 with more than 5 years of credited service with the City), receive a post-
18 retirement stipend equal of \$10/month per year of service. For example, an
19 employee who worked for the City for 25 years shall, beginning on the fifth
20 anniversary of the termination of his/her City employment, receive a stipend
21 of \$250.00/month. An employee shall no longer receive such stipend when
22 he/her reaches 65 years of age.



1 43.3

2 During the negotiations that led to the collective bargaining
3 agreement between the City and Union covering the period October 1, 2013
4 to September 30, 2016, the parties agreed to revise the City's Police
5 Officer's Retirement Plan (the "Plan") as follows:

6 43.3.1 "Earnable Compensation" for Tier One members (i.e., those
7 members hired prior to March 23, 2009) shall be defined as a participant's
8 base pay, longevity pay, education incentive pay as provided by F.S. §
9 943.22, assignment pay, up to three hundred (300) hours of overtime per
10 calendar year and payouts of accrued holiday/incentive, vacation and/or sick
11 time earned prior to September 30, 2013. The value of accrued
12 holiday/incentive, vacation and/or sick time earned as of September 30,
13 2013 shall be at each individual member's rate of pay as of April 28, 2014 or
14 September 30, 2014, whichever is higher.

15 43.3.2 For the purpose of determining benefits for a Tier One DROP
16 participant pursuant to Section 2-87.1(d) of the City Code, the value of a
17 member's pensionable accrued holiday/incentive, vacation and sick time as
18 of April 28, 2014 will be included based on his/her rate of pay as of the
19 earlier of the date the member enters the DROP or September 30, 2014,
20 provided that the member still maintains said leave at the time he/she enters
21 the DROP.

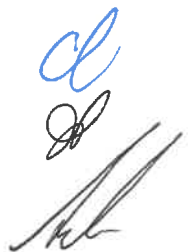
22 43.3.3 For the purpose of determining interest earned on a member's DROP
23 account on or after April 28, 2014 pursuant to Section 2-87.1(f) of the City



1 Code, a member's DROP account shall be credited (if applicable) at a rate
2 of interest as set forth herein. The rate of interest that will be used is the
3 annual actual rate of return achieved by the Trust Fund, positive or negative,
4 net of investment and other direct administrative expenses (the "Actual Rate
5 of Return") as of September 30 of each fiscal year. In a member's first and
6 last year in the DROP and the first year following implementation of this
7 provision for members already in the DROP, the Actual Rate of Return shall
8 be prorated. Upon exiting the DROP, a participant's account cannot be less
9 than the sum of their monthly payments during their DROP period.
10 Members shall not have the option of receiving a fixed amount in their
11 DROP account for any period after April 28, 2014. Any member who is
12 eligible to enter the DROP as of April 28, 2014 shall have the option to earn
13 interest on their DROP account based on the pertinent provision of the Plan
14 that exists as of April 28, 2014 or based on the provisions contained herein,
15 but each such member must notify the City of his/her election between these
16 options within 30 days of April 28, 2014.

17 43.4 The parties agree that the Plan ordinance shall be amended to reflect
18 the following changes, which shall become effective upon the ratification of
19 this Agreement:

20 43.4.1 The normal retirement date for Tier Two participants shall be the
21 completion of 25 years of credited service or upon the attainment of fifty-five
22 (55) years of age and seven (7) years of credited service.



1 43.4.2 All bargaining unit employees employed by the City on or after the
2 date on which this Agreement is ratified shall, beginning upon the
3 employee's separation from City employment and provided that the
4 employee is eligible to begin drawing his/her normal retirement benefit
5 immediately upon separation, receive a post-retirement stipend equal to
6 \$10/month per year of service up to a maximum of 20 years of service
7 (\$200/month). An employee shall no longer receive such stipend when
8 he/her reaches 65 years of age. This provision shall not apply to employees
9 who retired from City service prior to the ratification date of this Agreement
10 (see Section 43.2.2 above).

11 43.4.3 The parties agree that the annual Chapter 185 premium tax revenues
12 will continue to be used in the same manner in the future as they have been
13 under existing past practice, and that all funds in the excess state monies
14 reserve shall be applied to reduce the City pension contribution.

15 43.4.4 The parties agree that, in accordance with Ch. 2015-39, Laws of
16 Florida, a defined contribution plan ("DC Plan") shall be created as a
17 component of the City Plan, but will not be activated unless and until a
18 portion of the Chapter 185 premium tax revenues have been assigned to
19 fund the DC Plan. The provisions of the DC Plan, when and if activated,
20 shall be negotiated by the parties at the time funding has been assigned to
21 the DC Plan. Assignment of Chapter premium tax revenues can result
22 either from agreement between the parties, or from application of the
23 provisions of Ch. 2015-39, Laws of Florida.



ARTICLE 44 - NO SMOKING POLICY

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.





ARTICLE 45 - TERMS OF AGREEMENT

Except as otherwise provided in this Agreement, this Agreement will become effective upon ratification by both parties and shall remain in full force and effect through and including September 30, 2019.

DATED the 16th day of September, 2016.

FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE

CITY OF LAUDERHILL,
FLORIDA

By: 
John Puleo
Staff Representative

By: 
Charles Faranda
City Manager

By: 
Approved as to form:
Sam Smith
FOP Local President


Special Labor Counsel
Brett J. Schneider


City Attorney
Earl Hall



APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION

I, _____, hereby authorize my employer, The City of Lauderhill, to withhold from my regular paycheck the amount of my dues to the Fraternal Order of Police and transmit it to the person or designee designated by the Fraternal Order of Police to receive it.

I understand that I may terminate this authorization by notifying the City and the Fraternal Order of Police, in writing, thirty (30) days in advance. Furthermore this authorization shall only be in effect so long as the Fraternal Order of Police is the Bargaining Agent and I am a member of the Bargaining Unit.

This request is made pursuant to Section 447.303, F.S. (1987)

I authorize payroll deduction to be made to the Lauderhill Fraternal Order of Police, Lodge 161. Those deductions are to be taken out on a bi-weekly basis and payment will be made to the F.O.P. monthly. The deduction will be in the amount of \$12.00 bi-weekly.

Signature _____

Date _____



APPENDIX B - GRIEVANCE FORM

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NAME OF EMPLOYEE _____

CLASSIFICATION _____

IMMEDIATE SUPERVISOR _____

STATEMENT OF GRIEVANCE

ADJUSTMENT REQUIRED

NAME OF FOP REPRESENTATIVE: ^{John}~~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

POLICE OFFICERS

YEAR IN RANK	OCTOBER 1, 2016 – SEPTEMBER 30, 2017
1	54,386.00
2	57,862.00
3	61,338.00
4	64,814.00
5	68,290.00
6	71,766.00
7	75,242.00
8	78,718.00
9	82,194.00
10	85,671.00

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POLICE SERGEANTS

YEAR IN RANK	OCTOBER 1, 2016 – SEPTEMBER 30, 2017
1	76,522.00
2	80,420.00
3	84,318.00
4	88,216.00
5	92,114.00
6	96,012.00
7	99,910.00
8	103,811.00

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POLICE OFFICERS

YEAR IN RANK	OCTOBER 1, 2017 – SEPTEMBER 30, 2018
1	55,338.00
2	58,926.00
3	62,514.00
4	66,102.00
5	69,690.00
6	73,278.00
7	76,866.00
8	80,454.00
9	84,042.00
10	87,637.00

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POLICE SERGEANTS

YEAR IN RANK	OCTOBER 1, 2017 – SEPTEMBER 30, 2018
1	77,917.00
2	81,928.00
3	85,939.00
4	89,950.00
5	93,961.00
6	97,972.00
7	101,983.00
8	106,000.00

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