

**RESOLUTION NO. 20R-06-113**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, LODGE #161 APPROVING THE COLLECTIVE BARGAINING AGREEMENT FOR THE TERM THROUGH SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY INTERIM CITY MANAGER, DESORAE GILES-SMITH)**

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. The Collective Bargaining Agreement between the City of Lauderhill and the Florida State Lodge Fraternal Order of Police, Lodge #161, for the term through September 30, 2020, a copy of which is attached hereto and incorporated herein, is hereby approved.

SECTION 2. The Interim City Manager and all appropriate city officials are authorized to execute these contracts and any other documents required to fulfill the terms of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DATED this 29 day of June, 2020.

PASSED AND ADOPTED on first reading this 29 day of June, 2020.

  
PRESIDING OFFICER

ATTEST:

  
CITY CLERK

MOTION  
SECOND

Bates  
Grant

M. BATES  
H. BERGER  
R. CAMPBELL  
D. GRANT  
K. THURSTON

Yes  
Yes  
Yes  
Yes  
Yes

Approved as to Form



W. Earl Hall  
City Attorney



# City of Lauderhill

City Hall  
5581 W. Oakland Park  
Blvd.  
Lauderhill, FL, 33313  
www.lauderhill-fl.gov

## File Details

**File Number: 20R-3705**

<b>File ID:</b> 20R-3705	<b>Type:</b> Resolution	<b>Status:</b> Agenda Ready
<b>Version:</b> 1	<b>Reference:</b>	<b>In Control:</b> City Commission Meeting
		<b>File Created:</b> 06/22/2020
<b>File Name:</b> Approve CBA		<b>Final Action:</b>

**Title:** RESOLUTION NO. 20R-06-113: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, LODGE #161 APPROVING THE COLLECTIVE BARGAINING AGREEMENT FOR THE TERM THROUGH SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY INTERIM CITY MANAGER, DESORAE GILES-SMITH).

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** RES-20R-06-113-Agrmt-FOP-CBA.pdf, REPLACEMENT FOP Tentative CBA -- 6-16-2020 (BJS) (2).pdf, Memo to Council re Approving 2019-2020 CBA -- 6-23-2020 (BJS).pdf

**Enactment Number:**

**Contact:**

**Hearing Date:**

\* **Drafter:** apetti@lauderhill-fl.gov

**Effective Date:**

**Related Files:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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#### Text of Legislative File 20R-3705

**RESOLUTION NO. 20R-06-113: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, LODGE #161 APPROVING THE COLLECTIVE BARGAINING AGREEMENT FOR THE TERM THROUGH SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY INTERIM CITY MANAGER, DESORAE GILES-SMITH).**

**Request Action:**

Pass a Resolution to approve the Collective Bargaining Agreement between the City of Lauderhill and the Florida State Lodge Fraternal Order of Police, Lodge #161 for a one (1) year term expiring on September 30, 2020.

**Need:**

To approve the Collective Bargaining Agreement.

**Summary Explanation/ Background:**

This Collective Bargaining Agreement is for a one (1) year term and expires on September 30, 2020. It is the result of negotiations between the City and the FOP. The agreement has been ratified by the Police Officers and Sergeants, 63-1.

**Attachments:**

Collective Bargaining Agreement  
Summary Memo

**Cost Summary/ Fiscal Impact:**

Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements

**Estimated Time for Presentation:**

**Master Plan:**

**Goal 1: Clean, Green Sustainable Environment**

- Increase mass transit ridership
- Reduce City energy consumption
- Reduce water consumption

**Goal 2: Safe and Secure City of Lauderhill**

- Crime in lower 50% in Broward
- Residents feel safe in neighborhood
- Reduce emergency fatalities

**Goal 3: Open Spaces and Active Lifestyle for all ages**

- Increase participation in youth sports
- Add new park land and amenities
- Increase attendance at cultural programs and classes

**Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas**

- Increase commercial tax base
- Increase employment in Lauderhill businesses
- Decrease noxious and blighted uses in commercial areas

**Goal 5: Quality Housing at all Price Ranges and Attractive Communities**

- Neighborhood signs and active HOAs
- Housing & streets improved, litter reduced
- Increase proportion of single family homes and owner occupied housing

**Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity**

- Improves City efficiency
- Increase use of Information Technology
- Increases residents perception of Lauderhill as an excellent place to live



# City of Lauderdale

City Hall  
5581 W. Oakland Park  
Blvd.  
Lauderhill, FL, 33313  
[www.lauderhill-fl.gov](http://www.lauderhill-fl.gov)

## File Details

**File Number: 20R-3705**

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

**2019 – 2020**

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**ARTICLE 1 – PREAMBLE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lauderhill, 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**

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

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

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

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3 3.1 This Agreement shall be effective upon ratification by the FOP and the City,  
4 and shall continue until September 30, 2020.

5 3.2 Negotiations for a successor collective bargaining Agreement shall  
6 commence on or before August 1, 2020.

7 3.3 In the event a new collective bargaining Agreement is not reached prior to  
8 the expiration of this Agreement, the terms and conditions of this Agreement  
9 shall be binding upon the parties until the ratification of a new collective  
10 bargaining Agreement, except as set forth in Section 30.6 of this  
11 Agreement.

12 3.4 It is understood and agreed that this Agreement constitutes the total  
13 agreement between the parties. The term of this Agreement shall not be  
14 amended, except by the mutual written consent of the parties as they may  
15 from time to time agree.

16 3.5 This Agreement shall not be construed to deprive an employee of any benefit  
17 or protection granted by the laws of the State of Florida or ordinance of the  
18 City of Lauderhill.

1 **ARTICLE 4 - REPRESENTATION OF THE UNION**

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

6 4.2 It is understood that the Union President and/or his or her designee is the  
7 official representative of the Union for the purpose of negotiating with the  
8 City.

9 4.3 Negotiations entered into with persons other than those as defined herein,  
10 regardless of their position or association with the Union, shall be deemed  
11 unauthorized and shall have no weight or authority in committing or in any  
12 way obligating the Union.

**ARTICLE 5 - REPRESENTATION OF THE CITY**

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

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

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

1                                    **ARTICLE 6 - FOP ACTIVITIES AND BULLETIN BOARDS**

2  
3    6.1                    The FOP agrees that there shall be no solicitation for membership in the FOP,  
4                                    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 basis, the  
7                                    FOP may distribute literature and hold Union meetings on City time.

8    6.3                    The FOP shall have a bulletin board in the police department in order to post  
9                                    information regarding union business. All postings shall be approved by the  
10                                    Police Chief in advance of being posted.



**ARTICLE 7 - NO STRIKE**

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3 7.1 "Strike" means the concerted failure to report for duty, the concerted absence  
4 of employees from their positions, the concerted stoppage of work, the  
5 concerted submission of resignations, the concerted abstinence in whole or  
6 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 other  
15 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 Statutes  
19 and the Constitution of the State of Florida, Article 1, Section 6. Accordingly,  
20 the FOP, its officers, stewards and other representatives agree that it is their  
21 continuing obligation and responsibility to maintain compliance with this Article  
22 and the law, including their responsibility to abide by the provisions of this  
23 Article and the law by remaining at work during any interruption which may be  
24 initiated by others; and their responsibility, in event of breach of this Article or

1 the law by other employees and upon the request of the City, to encourage  
2 and direct employees violating this Article or the law to return to work, and to  
3 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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**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 from 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 employees  
9 assigned to an organizational unit, department or project, and the right  
10 to alter, combine, reduce, expand, or cease any position;
- 11 10.1.9 To determine internal security practices;
- 12 10.1.10 To control the use of equipment and property of the City;
- 13 10.1.11 To fill any job on an emergency basis;
- 14 10.1.12 To formulate and implement department policy, rules and regulations;  
15 and
- 16 10.1.13 To introduce new or improved services, maintenance procedures,  
17 materials, facilities and equipment, and to have complete authority to  
18 exercise those rights and powers incidental thereto, including the right  
19 to make unilateral changes when necessary.
- 20 10.2 If the City fails to exercise any one or more of the above functions from time  
21 to time, it shall not be deemed a waiver of the City's right to exercise any or  
22 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 procedure  
4 contained herein. This provision shall not affect the Union's right to grieve  
5 and/or arbitrate the application of any of the above-mentioned management  
6 rights.

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

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

7    11.2           A grievance not advanced to the higher step within the time limits provided  
8                   shall be deemed permanently withdrawn as having been settled on the basis  
9                   of the decision most recently given. Failure on the part of the City to answer  
10                  within the time limits set forth in any step will entitle the employee to proceed  
11                  to the next step.

12   11.3           Grievances shall be processed in the following manner.

13                                   STEP 1:       Any aggrieved employee, with or without a

14                   FOP representative, shall file a written grievance on the form attached  
15                   as Appendix B with the employee's immediate supervisor within ten  
16                   (10) calendar days of the occurrence or knowledge of the matter giving  
17                   rise to the grievance. Such grievance shall be presented in writing,  
18                   shall be signed by the employee and shall specify: (a) the date of the  
19                   alleged grievance; (b) the specific article or articles and section or  
20                   sections of this Agreement allegedly violated; (c) the facts pertaining to  
21                   or giving rise to the alleged grievance; and (d) the relief requested. The  
22                   employee's immediate supervisor may informally meet with the  
23                   grievant to address the grievance. A Union representative may be  
24                   present at the meeting upon the grievant's request. The immediate



1 supervisor shall reach a decision and communicate in writing to the  
2 aggrieved employee within ten (10) calendar days of receipt of the  
3 grievance.

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

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

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

15    11.4        Where a grievance is general in nature, in that it applies to a number of  
16                  employees having the same issue to be decided, it shall be presented  
17                  directly to the Chief of Police or his/her designee at Step 2 of the grievance  
18                  procedure, within the time limit provided for the submission of the grievance  
19                  in Step 1, and signed by the aggrieved employees or the FOP  
20                  representative on their behalf.

21    11.5        In the event a grievance processed through the grievance procedure other  
22                  than a grievance challenging the issuance of a first written reprimand of an  
23                  employee in a two year period has not been resolved at Step 3, the City or the

1 FOP may submit the grievance to arbitration within ten (10) calendar days  
2 after the City Manager (or a designee) renders a written decision on the  
3 grievance, or the due date of that decision if no written decision is made.

4 11.6 An individual bargaining unit member may proceed to arbitration in  
5 accordance with Section 11.5 above provided that such member receives  
6 written consent from the FOP within ten (10) calendar days after the City  
7 Manager (or a designee) renders a written decision on the grievance, or the  
8 due date of that decision if no written decision is made, and provides the City  
9 with a copy of such written consent within that ten (10) day period.

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

19 11.8 The City and the FOP shall mutually agree in writing as to the statement of  
20 the grievance to be arbitrated prior to the arbitration hearing, and the  
21 Arbitrator shall confine his/her decision to the particular grievance specified.  
22 In the event the parties fail to agree on the statement of the grievance to be  
23 submitted to the Arbitrator, the Arbitrator will confine his/her consideration

1 and determination to the written statement of the grievance and the  
2 response of the other Party. Copies of any documentation provided to the  
3 Arbitrator by either party shall be simultaneously provided to the other party.

4 11.9 The Arbitrator shall have no authority to change, amend, add to, subtract  
5 from, or otherwise alter or supplement this Agreement or any part thereof  
6 or amendment thereto. The Arbitrator shall have no authority to consider or  
7 rule upon any matter, which is stated in this Agreement not to be subject to  
8 arbitration.

9 11.10 Copies of the Arbitrator's decision shall be furnished to both parties within  
10 twenty (20) days of the closing of the Arbitration hearing. The Arbitrator's  
11 decision will be final and binding on the parties.

12 11.11 The Arbitrator may not issue declaratory or advisory opinions.

13 11.12 Unless otherwise agreed to by both parties, grievances under this  
14 Agreement shall be processed separately and individually. Accordingly,  
15 only one (1) grievance shall be submitted to an Arbitrator for decision in any  
16 given case.

17 11.13 Each party shall bear the expense of its own witnesses and of its own  
18 representatives for the purposes of the arbitration hearing. The impartial  
19 Arbitrator's fee and any related expenses including any cost involved in  
20 requesting a panel of arbitrators shall be paid by the non-prevailing party.  
21 The hearing room shall be supplied and designated by the City. Any person  
22 desiring a transcript of the hearing shall bear the cost of such transcript,  
23 unless both parties mutually agree to share such cost.

1 11.14 Settlement of grievances prior to the issuance of an arbitration award shall not  
2 constitute a precedent or an admission that the Agreement has been violated.

3 11.15 A probationary employee may not grieve any matter concerning assignment,  
4 discipline or discharge.

5

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

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

5 12.2 Any changes or additions to the Personnel Policies and Procedures and/or  
6 the General Orders shall be copied to the FOP at least ten (10) calendar  
7 days prior to their effective date. This ten (10) day period may be waived by  
8 the FOP upon request of the City.

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

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

10 14.2 If the City determines that the employee did not act in bad faith or with  
11 malicious purpose or in a manner exhibiting wanton and willful disregard of  
12 human rights, safety or property, the City shall undertake the defense of the  
13 employee as required by law. Said defense shall cease upon judicial  
14 finding, or finding by the City, that the employee acted in bad faith or with  
15 malicious purpose or in a manner exhibiting wanton and willful disregard of  
16 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 Effective October 1, 2019, bargaining unit employees shall accrue two (2)  
8 hours of 7(k) time per pay period. The 7(k) time bank will be capped at fifty  
9 (50) hours. 7(k) time can only be used for leave time and can never be  
10 exchanged, sold, donated or cashed in for monetary value. Should a  
11 member fail to use his 7(k) time prior to separation from the City, that time  
12 will be forfeited. 7(k) time will only be granted when staffing permits and the  
13 denial of 7(k) time usage is not grievable.

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

18 15.3 Nothing herein shall require the payment of straight time or time and one-  
19 half when an insubstantial amount of time is worked in excess of the length  
20 of the employee's normal shift. For the purpose of this Article, an  
21 insubstantial amount of time shall be considered any period of time less  
22 than one-quarter (1/4) hour.

23 15.4 Directed Return to Work

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

4 15.5 Working Out Of Classification

5 An employee covered by this Agreement who is temporarily assigned the  
6 duties and responsibilities of a position which has a higher pay classification  
7 than his/her permanently assigned position shall be compensated at 5%  
8 above his or her current salary or at the starting salary of the higher  
9 classification, whichever is greater starting after serving at least ten (10)  
10 working days in the temporary assignment. The higher rate of pay shall  
11 begin on the first day following the completion of the ten (10) working days  
12 minimum service.

13 15.6 Shift Assignments

14 Classification Seniority shall be considered by the Department in assigning  
15 shifts. Shifts will be assigned on a six-month basis and will take effect in  
16 the first pay period of February and August of each year.

17 15.7 Schedule Changes

18 Upon five (5) calendar days' notice the City may reassign employees to a  
19 shift other than the one initially assigned based upon operational necessity.

20 15.8 Shift Changes

21 Except in emergency circumstances (natural disaster, riots, etc.,)  
22 employees covered by this Agreement shall be given five (5) calendar days'  
23 notice of any change in their regular hours of work. When the employee is

1 requesting a shift/squad or assignment change and it is approved, the five  
2 (5) calendar days' notice may be waived at the employee's request.

3 15.9 Shifts and hours of work may not be changed to avoid the payment of  
4 overtime.

5 15.10 Effective October 1, 2019, employees who are designated by the  
6 Department as "on call" throughout a pay period shall receive one hundred  
7 dollars (\$100.00) per pay period provided they are regularly assigned to  
8 work during the pay period (and are not on any type of leave of absence for  
9 more than half of the pay period) and employees who are designated by the  
10 Department as "rotational on call" at intermittent times throughout a pay  
11 period shall receive fifty dollars (\$50.00) per pay period. Retro pay for the  
12 period between October 1, 2019 and the date of ratification of this  
13 Agreement under this Section shall be provided to employees employed by  
14 the City on the ratification date of this Agreement within sixty (60) days of  
15 ratification of this Agreement.

16 15.11 Night Shift Differential

17 Effective October 1, 2019, employees regularly assigned to the Alpha  
18 (midnight) shift for an entire pay period shall receive a pay incentive of  
19 seventy-five dollars (\$75.00) per pay period. Retro pay for the period  
20 between October 1, 2019 and the date of ratification of this Agreement  
21 under this Section shall be provided to employees employed by the City on  
22 the ratification date of this Agreement within sixty (60) days of ratification of  
23 this Agreement.

1           ARTICLE 16 – HOLIDAYS

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

5                               New Year's Day

6                               President's Day

7                               Memorial Day

8                               Independence Day

9                               Labor Day

10                              Columbus Day

11                             Veteran's Day

12                             Martin Luther King's Birthday

13                             Thanksgiving Day

14                             Day after Thanksgiving

15                             Christmas Eve

16                             Christmas Day

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

21   16.3           For each observed holiday set forth above, a bargaining unit employee shall  
22                   be entitled to one (1) day of holiday pay at the employee's regular rate of  
23                   pay. An employee required to work and who actually works on an observed  
24                   holiday shall receive pay for hours worked on that holiday at the employee's

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

5 16.4 Employees will be permitted to sell accrued holiday/incentive time to the  
6 City as set forth herein. The City shall purchase such holiday/incentive time  
7 at Employee's rate of pay at the time of the purchase. Hire date seniority  
8 will dictate priority with regard to the sell back of holiday/incentive time.  
9 Requests to sell back accrued holiday/incentive time must be submitted to  
10 the City's Finance Director by August 1 of each fiscal year. The City will  
11 budget a minimum of seventy five thousand dollars (\$75,000.00) each year  
12 to buy back accrued holiday/incentive time from members of the bargaining  
13 unit. Every time an employee makes an election to sell back holiday pay,  
14 he/she will be required to make a unconditional election as to whether they  
15 want the time sold to be treated as pensionable. If an employee elects to  
16 have his/her payout treated as pensionable, the City will deduct the  
17 employee's pension contribution from such payout and the payout will count  
18 toward the employee's pensionable earnings provided the money is paid  
19 out in the employee's calculating years. If an employee elects not to have  
20 his/her payout treated as pensionable, the employee will not be required to  
21 make pension contributions from such payout and the payout will not count  
22 toward the employee's pensionable earnings. Nothing herein precludes an  
23 employee who separates service from the City for any reason from receiving

1 a payout from the City of all accrued and unused holiday/incentive time that  
2 the Employee has at the time of his/her separation from service, provided  
3 that for holiday/incentive time earned prior to April 28, 2014, such time shall  
4 be paid out at the rate of pay earned by the member as of September 30,  
5 2014. Holiday/incentive time earned after April 28, 2014 shall be paid out at  
6 the member's rate as of September 30 of the fiscal year in which said leave  
7 was earned.

8 16.5 All members of the bargaining unit who work a Monday through Friday  
9 schedule shall treat holidays falling Monday through Friday as normally  
10 scheduled workdays.

**ARTICLE 17 – VACATIONS**

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

<u>Continuous Service With City</u>	<u>Vacation Accrual</u>
One (1) but less than five (5) years	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 30<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> 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

1 within the grace period, any leave in excess of the five hundred and forty  
2 (540) hours will be forfeited as of November 30<sup>th</sup>.

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

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

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

20 17.6 The City will maintain a vacation/time off schedule and refer to it prior to  
21 accepting a subpoena from the Court.

22 17.7 Upon permanent separation from the City, an employee, or the employee's  
23 designated beneficiary will be paid for accumulated vacation leave up to a



1 maximum of five hundred and forty (540) hours. Vacation leave earned prior  
2 to April 28, 2014 shall be paid out at the member's rate as of September 30,  
3 2014. Vacation leave earned after April 28, 2014 shall be paid out at the  
4 member's rate as of September 30 of the year in which said leave was earned.  
5 When vacation leave is used, an individual employee's oldest accrued  
6 vacation leave earned will be the vacation leave used.

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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 for each  
5 member of the bargaining unit who participates in the HMO or  
6 pay an amount equal to the current premium of the HMO  
7 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~~ second month of continuous employment with  
11 the 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 program  
17 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 member  
20 of the bargaining unit and fifty-five percent (55%) of the DMO family rate or  
21 equivalent dollar amount towards PPO family dental coverage.

22 18.3 **Life Insurance and Accidental Death/Dismemberment Insurance**

23 The City shall pay the entire premium for life and accidental  
24 death/dismemberment insurance for each member of the bargaining unit in

1 the amount of two (2) times the employee's annual salary to a maximum of  
2 one hundred and fifty thousand dollars (\$150,000).

3 18.4 An employee will be entitled to short-term disability benefits which were in  
4 effect at the time of the execution of this collective bargaining agreement for  
5 any covered disabling injury which prohibits the employee from performing his  
6 or her regular job, or any other job in the Police Department, which the City  
7 may request the employee to perform during the period of short-term injury or  
8 illness provided that the employee shall not be entitled to such benefits until  
9 the employee has exhausted accrued sick leave, or fifteen (15) calendar days  
10 following the date of injury or illness, whichever period is longer.

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**ARTICLE 19 - EDUCATION INCENTIVE AND TRAINING**

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19.1 The City will pay incentive pay for education as defined by the Florida Police Standard and Training Commission to all eligible employees covered by this Agreement pursuant to the allowances provided by Florida Statutes.

19.2 The City agrees to provide range facilities and ammunition for each certified employee to qualify on approved firearms once every year.

19.3 Employees may qualify for tuition reimbursement for an eligible training or education program in accordance with policy number HR-29, "Educational Assistance Program," of the Administrative Policies and Procedures Manual.

19.4 The City shall budget a cap for reimbursement of tuition for bargaining unit members each year. The City will have no obligation to provide tuition reimbursement each year once it reaches the budgeted cap for that year.

**ARTICLE 20 – UNIFORMS / VEHICLES**

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3 20.1 Upon appointment, each newly hired sworn officer will be issued a complete  
4 uniforms and equipment set(s) as deemed necessary by the Department.

5 20.2 Uniforms and equipment will be replaced by the City as deemed necessary  
6 by the City. All shirts, pants, shoes, hats and jackets issued to officers shall  
7 be new from the supplier.

8 20.3 ~~Effective March 23, 2009~~ Effective October 1, 2019, non-uniformed officers  
9 shall receive an annual allowance for the purchase of civilian work clothes  
10 and shoes of six hundred dollars (\$600.00) payable by October 31 of each  
11 year. Employees employed on the date of ratification who received a  
12 uniform allowance in October 2019 will receive the difference between the  
13 old allowance and the new allowance within thirty (30) days of ratification of  
14 this Agreement. When an officer/sergeant is transferred from a uniformed  
15 position to a non-uniformed position, they shall receive a pro-rated payment  
16 for the allowance within two pay periods of the transfer date. This pro-rated  
17 payment will be calculated from the transfer date through October 1st and  
18 discounted by the annual uniform allowance he/she received for that year.

19 20.4 ~~Effective October 1, 2016~~ Effective October 1, 2019, uniformed police  
20 officers shall receive an annual uniform and shoe allowance of four hundred  
21 dollars (\$400.00) payable by October 31 of each year. Employees  
22 employed on the date of ratification who received a uniform allowance in  
23 October 2019 will receive the difference between the old allowance and the  
24 new allowance within thirty (30) days of ratification of this Agreement.

1 20.5 During initial Academy and probationary period, new employees shall, upon  
2 request, be furnished with a City owned gun and two (2) spare magazines.

3 20.6 Any employee who shall receive any breakage, damage or loss of his uniform  
4 or required personal equipment excluding items specifically addressed below,  
5 in the line of duty and not due to the individual's negligence, shall have it  
6 replaced at no cost to the employee.

7 A. Wrist watches damaged or lost through no fault of the employee shall  
8 be repaired or replaced at a cost not to exceed fifty dollars (\$50).

9 B. Prescription eyeglasses damaged through no employee negligence,  
10 shall be compensated for and repaired or replaced at a cost not to  
11 exceed seventy five dollars (\$75), per incident, excluding Workers'  
12 Compensation claims.

13 20.7 Upon termination of employment, the articles will be surrendered by the  
14 employee in like condition as when issued, reasonable wear and tear  
15 accepted. In the event an employee is transferred or for any other reason  
16 leaves the employ of the department, he/she shall return all uniforms and  
17 equipment and City property to the department before the final paycheck  
18 will be issued, otherwise the cost of said replacement shall be deducted  
19 from the final check if sufficient. If not sufficient, the employee shall be liable  
20 for the deficiency.

21 20.8 Detectives, motorcycle officers and traffic homicide investigators may take  
22 home their vehicle overnight if they live in Broward County. If a detective or  
23 traffic homicide investigator lives outside of Broward County they may be

1 permitted to take home a vehicle at the sole and exclusive discretion of the  
2 Chief.

3 20.9 Upon assignment as a motorcycle officer, employees shall be issued  
4 equipment deemed necessary by the Department.

5 20.10 Upon assignment as a K-9 officer, employees shall be issued equipment  
6 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 service  
4 from the most recent date of hire as a sworn Lauderhill Police Officer.

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

7 Time lost for an unpaid authorized leave of absence in excess of thirty (30)  
8 days, suspension or separation due to layoff shall not be included in the  
9 determination of continuous service. Authorized paid leaves of absence shall  
10 be included as part of continuous service. Rehired officers' seniority shall be  
11 based upon the date of their most recent rehiring.

12 21.2 In the event of a lay-off and subject to operational necessity, employees covered by  
13 this Agreement shall be laid off in the inverse order of their Classification Seniority.

14 If more than one (1) classification is affected, an employee laid off from a higher  
15 classification within the bargaining unit shall be given an opportunity to bump to the  
16 next lower classification in the bargaining unit. Upon reverting to a lower  
17 classification in the bargaining unit, an employee's Classification Seniority shall be  
18 determined by the date of his/her permanent appointment to that lower classification.

19 Time spent in the higher classification shall be credited as service in the lower  
20 classification upon reverting. The foregoing provision applies to lieutenants who are  
21 demoted into sergeants' positions pursuant to Article 10.

22 21.3 Employees shall be recalled from layoff in accordance with their Classification  
23 Seniority in the classification from which they were laid off, senior employees first.



1 Notice by certified mail shall be sent to an employee at his/her last known address,  
2 with a copy by regular mail to the Union. An employee shall have fifteen (15) calendar  
3 days from the date of receipt of a recall notice within which to accept or reject the  
4 position. Failure to timely respond shall automatically constitute a rejection. It is  
5 agreed that notice to the employee at the address last provided to the City by the  
6 employee constitutes notice to the employee for the purpose of commencing the  
7 fifteen (15) day period. No new employee shall be hired in any classification until all  
8 employees on layoff status in that classification have had an opportunity to return to  
9 work; provided, however, that in the sole discretion of the City, such employees may  
10 be required to pass a medical or psychological examination in order to ensure that  
11 they are capable of performing the work available at the time of recall. No laid off  
12 employees shall retain recall rights 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 - 720 hours - 40%

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.

1 22.4 If an employee dies as a result of an on the job injury, he/she shall be paid for  
2 all accrued sick leave at the employee's rate of pay upon his/her death.

3 22.5 If and whenever use of such leave appears to be abused, or where an  
4 employee consistently uses sick leave as it is earned, the employee may be  
5 required to furnish a doctor's note as proof of the necessity for such absence.

6 The employer reserves the right to investigate all absences and require  
7 employee to furnish a medical certificate. The employer also reserves the  
8 right to require a sick employee to remain at home while off sick except when  
9 seeing a physician or performing any other necessary task approved first by  
10 the Department Head or designee. Any employee using sick leave to care for  
11 a family member may leave home only if necessary to provide care or  
12 transportation to immediate family members.

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

16 22.6 Sick leave donation will be permitted in accordance with applicable Police  
17 Department policy in effect upon ratification of this Agreement. In order to  
18 receive donated sick leave, an employee must have exhausted all of his/her  
19 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 under  
5 the provisions of the Worker's Compensation Act, he/she shall be entitled to  
6 full pay less any benefit under the Worker's Compensation Act for a period of  
7 time not to exceed forty-five (45) working days. The same time period may  
8 be extended based upon a review and recommendation by the Human  
9 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, submit  
12 an application for disability retirement to the Pension Board or submit to a  
13 physical examination to determine the approximate length of time necessary  
14 to return to duty. The City Manager may, in his or her sole discretion, at any  
15 time during the extension, terminate such extension if he/she determines that  
16 the extension is no longer in the best interest of the City and the employee  
17 concerned. In that event, the employee, at the sole and exclusive discretion  
18 of the City Manager, may either be placed on unpaid leave status (after the  
19 employee is allowed to exhaust all accrued leave) or separated from  
20 employment.

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

1 directed will operate to automatically terminate any payments under this  
2 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 may  
5 be required to do so as a condition to receiving the benefits specified in  
6 Section 1, above.

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1 **ARTICLE 24 - DRUG TESTING**

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

9 ~~A. Observable phenomena while at work, such as direct observation of~~  
10 ~~drug use or the physical symptoms or manifestations of being under~~  
11 ~~the influence of a drug, controlled substance or alcohol;~~

12 ~~B. Abnormal conduct or erratic behavior while at work or a general~~  
13 ~~deterioration in work performance;~~

14 ~~C. A report of an employee using drugs, controlled substances or~~  
15 ~~alcohol, provided by a reliable and credible source;~~

16 ~~D. Evidence that an individual has tampered with a test administered~~  
17 ~~under this Article during his employment with the City;~~

18 ~~E. Evidence that an employee has, during his/her employment, sold,~~  
19 ~~solicited or purchased drugs outside of his/her job responsibilities;~~  
20 ~~and/or~~

21 ~~F. After an on the job injury and/or accident, including motor vehicle~~  
22 ~~accidents.~~

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

9 ~~24.3~~ In addition to the "reasonable suspicion" testing provided for above, the City  
10 may institute a program of random drug testing utilizing a computer based  
11 program that will randomly select employees from the bargaining unit with  
12 no greater frequency than on a monthly basis. No employee shall be  
13 randomly tested in excess of 3 times in any calendar year. The City shall  
14 notify the supervisor of each employee selected for random testing. The  
15 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 this  
18 Article after being ordered to do so may result in disciplinary action, up to  
19 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. If~~  
16                           ~~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 the~~  
20                           ~~presence of the employee and the union representative, if available.~~

21          ~~(D) At the time the urine specimen or blood samples are collected, two~~  
22                           ~~samples shall be taken. In the event a urine specimen is tested as~~  
23                           ~~positive under the drug testing screen, as specified below, a portion~~



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

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

20 (F) ~~Tests shall be conducted using recognized technologies and~~  
21 ~~recognized testing standards. Drugs, their metabolites, alcohol and~~  
22 ~~other substances for which the City will screen an employee's urine~~  
23 ~~and/or blood sample include, but are not limited to the following:~~

1 alcohol, amphetamines, barbiturates, benzodiazepines, cocaine  
2 metabolites (benzoylecgonine), marijuana metabolites (delta-9-  
3 tetrahydro-cannabinol-9-carboxylic acid), methaqualone, opiates,  
4 and phencyclidine, and propoxyphene. All samples which test  
5 positive on a screening test shall be confirmed by gas  
6 chromatography/mass spectrophotometry [GC/MS]. Employees  
7 shall be required to document their legal drug and/or substance use,  
8 as required by the laboratory. Test results shall be treated with the  
9 same confidentiality as other medical records (except that they may  
10 be released to the City, the Union (if applicable) in any proceedings  
11 held regarding any disciplinary action on account of a positive drug  
12 test result, and to any proceedings held regarding any disciplinary  
13 action on account of a positive drug test result, and to any  
14 governmental agency). The affected employee must execute any  
15 required releases as a condition precedent to being able to challenge  
16 the City's compliance with this article and/or any aspect of the  
17 drug/alcohol testing procedure and/or results.

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

20 Drug Testing Standards:

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	150 NG/ML
Benzodiazepines	300 NG/ML	150 NG/ML
Cocaine	300 NG/ML	150 NG/ML

Marijuana	50 NG/ML	15 NG/ML
Methaqualone	300 NG/ML	150 NG/ML
Opiates	2000 NG/ML	300 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	150 NG/ML

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

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

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

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

~~(I) Employees who seek voluntary assistance for alcohol and substance abuse through the Employee Assistance Program prior to being ordered to take a drug and/or alcohol test, may not be disciplined for seeking such assistance. Request from employees for such assistance shall remain confidential to the employees or officers without the employee's consent. Employees enrolled in substance~~

1 ~~abuse programs as outpatients, shall be subject to all City rules,~~  
2 ~~regulations and job performance standards.~~

3 ~~(J) All drug/alcohol testing shall occur during an employee's regular~~  
4 ~~hours of work with all hours involved in the testing being~~  
5 ~~compensated by the City and computed as overtime for the purposes~~  
6 ~~of overtime and employee benefits.~~

7 ~~(K) Each step in the testing process shall be documented in writing to~~  
8 ~~establish procedural integrity and to establish the chain of custody.~~

9 24.1 Bargaining unit members are prohibited from using illegal drugs or legal  
10 drugs outside of the scope of their permitted use at any time whether on or  
11 off duty and are prohibited from being under the influence of alcohol while  
12 on duty.

13 24.2 The City may require any employee to submit to a drug or alcohol test  
14 pursuant to the City's Drug Testing policy applicable to all City employees.  
15 For random drug testing, the City's drug testing contractor will randomly  
16 draw the names of sixteen (16) bargaining unit members per calendar  
17 quarter. Reasonable suspicion testing will be conducted in accordance with  
18 City policy.

19 24.3 Refusal to submit to drug or alcohol testing pursuant to the procedures  
20 outlined in this Article or City Policy after being ordered to do so may result  
21 in disciplinary action, up to and including termination.

22 24.4 The following procedures shall apply to the drug and alcohol tests  
23 administered to employees:

1 (A) The City may request urine samples for the presence of drugs and  
2 a breathalyzer test for the presence of alcohol. A urine sample shall be  
3 split and one part of the split sample shall be screened instantly; the  
4 other sample will be sent to a laboratory and tested only if the instant  
5 test results are positive. If the instant sample tested positive, the  
6 employee will be placed on administrative leave without pay pending the  
7 results of the confirmatory test. If the confirmatory test reveals a negative  
8 result, the employee will be provided with back pay retroactive to the  
9 date he/she was placed on leave without pay. A breathalyzer test result  
10 of over .02 for the presence of alcohol will necessitate a second test  
11 being conducted fifteen (15) minutes later. If the result is between .02  
12 and .04 blood alcohol level on the second test, the employee will be sent  
13 home for the day without pay (or may use sick or vacation leave), but  
14 will not be disciplined. If the result of the second test is above .04 for  
15 blood alcohol, the employee will be placed on administrative leave  
16 without pay pending a final disciplinary action from the City.

17 (B) The test shall be performed by a reputable testing company at the  
18 City's Police Department or at a reputable hospital or laboratory certified  
19 by the State of Florida as a medical laboratory, which complies with the  
20 scientific and technical guidelines for federal drug testing programs and  
21 the standards for certification of laboratories engaged in urine drug  
22 testing for federal agencies issued by the Alcohol, Drug Abuse and

1 Mental Health Administration of the U.S. Department of Health and  
2 Human Services and comply with applicable Florida Statutes.

3 (C) Urine specimens shall be drawn or collected at the City's Police  
4 Department or a laboratory, hospital, doctor's office or medical facility. A  
5 union representative shall be allowed to accompany the employee, if  
6 requested, to the test and observe the collection of the specimen. If the  
7 City or the laboratory requires an observer when the urine specimen is  
8 given, the observer shall be of the same sex as the employee being  
9 tested. All specimen containers and vials shall be sealed with evidence  
10 tape and labeled in the presence of the employee and the union  
11 representative, if available.

12 (D) After considering the results of the test(s), the City may take such  
13 disciplinary action as is appropriate pursuant to this agreement. Such  
14 disciplinary action may include referral to a substance abuse program or  
15 Employee Assistance Program for Assessment, counseling and referral  
16 for treatment and rehabilitation as appropriate.

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

21 (F) Tests shall be conducted using recognized technologies and  
22 recognized testing standards. The following standards shall be used to

1 determine what level of detected substances shall be considered as  
2 positive on urine specimens:

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
<u>Amphetamines/Methamphetamine</u>	<u>1000 ng/mL</u>	<u>500 ng/mL</u>
<u>Barbiturates</u>	<u>300 ng/mL</u>	<u>200 ng/mL</u>
<u>Benzodiazepines</u>	<u>200 ng/mL</u>	<u>200 ng/mL</u>
<u>Cocaine</u>	<u>150 ng/mL</u>	<u>150 ng/mL</u>
<u>Marijuana</u>	<u>50 ng/mL</u>	<u>15 ng/mL</u>
<u>MDMA (Ecstasy)</u>	<u>500 ng/mL</u>	<u>250 ng/mL</u>
<u>Methadone</u>	<u>300 ng/mL</u>	<u>150 ng/mL</u>
<u>Methaqualone</u>	<u>300 ng/mL</u>	<u>150 ng/mL</u>
<u>Opiates</u>		
<u>Codeine</u>	<u>2000 ng/mL</u>	<u>2000 ng/mL</u>
<u>Morphine</u>	<u>2000 ng/mL</u>	<u>2000 ng/mL</u>
<u>Hydrocodone</u>	<u>500 ng/mL</u>	<u>100 ng/mL</u>
<u>Hydromorphone</u>	<u>500 ng/mL</u>	<u>100 ng/mL</u>
<u>Oxycodone</u>	<u>100 ng/mL</u>	<u>100 ng/mL</u>
<u>Heroin</u>	<u>750 ng/mL</u>	<u>10 ng/mL</u>
<u>Phencyclidine</u>	<u>25 ng/mL</u>	<u>25 ng/mL</u>
<u>Propoxyphene</u>	<u>300 ng/mL</u>	<u>150 ng/mL</u>
<u>Alcohol (Ethanol)</u>	<u>0.04g/dl</u>	<u>0.04g/dl</u>

1 Samples will also be tested for the following adulterants that may impact  
2 the results of drug tests:

3 Creatinine (CR) 20-200 mg/dl

4 Nitrite (NI) 0-5.0

5 Oxidants/Bleach (OX) positive

6 ph (PH) 4-9

7 Specific Gravity (SG) 1.005-1.025

8 If specific gravity is low, a second test with a second specimen will be  
9 conducted between one to two (1-2) hours later.

10 Minimum cutoff detection levels for drugs or their metabolites for the  
11 purposes of determining a positive test result will be the same as those  
12 set by the Agency for Health Care Administration. As those levels  
13 change so will the levels in this contract. Levels found below those set  
14 above shall be determined as negative indicators. .

15 Levels which are below those set above shall be determined as negative  
16 indicators. Tests for other non-prescribed controlled substances will be  
17 in accordance with federal government screening and confirmation  
18 standards.

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

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



1                   Employees who seek assistance for alcohol and substance abuse  
2                   through the Employee Assistance Program may not be disciplined for  
3                   seeking such assistance, provided such request was completely  
4                   voluntary and not because the employee was being sent for drug or  
5                   alcohol testing. Requests from employees for such assistance shall  
6                   remain confidential to the employees or officers without the employee's  
7                   consent. Employees enrolled in substance abuse programs as  
8                   outpatients, shall be subject to all City rules, regulations and job  
9                   performance standards.

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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**

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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 shall  
8                   remain in full force and effect for the duration of this Agreement. The parties  
9                   agree to immediately meet and confer concerning any invalidated  
10                  provision(s).

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

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

2  
3 27.1 The City agrees that when it administers any promotional examination for the  
4 position of Sergeant, it will post a notice at least sixty (60) days in advance of  
5 the examination advising interested employees of the following:

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

15 27.2 In order to be eligible to take the promotional examination for the position of  
16 Sergeant, the non-probationary employee must be able to demonstrate the  
17 following:

- 18 A. Three (3) years of employment as a certified police officer as of the  
19 date set for the promotional examination; and a minimum of sixty (60)  
20 semester or ninety (90) quarter hours of an associate's degree from an  
21 accredited institution; or
- 22 B. Five (5) years of employment as a certified police officer as of the date  
23 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 the  
4 final eligibility list for promotion to sergeant until such time as the Last  
5 Chance Agreement has expired. Once expired, the officer will be  
6 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 candidates'  
13 final test scores. Any such list shall be deemed expired sooner than the stated  
14 period if the list falls below three (3) names. In that event the City will take  
15 immediate steps consistent with this Article to post notice and administer a  
16 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 his/her  
20 full and exclusive discretion, from the top three(3) persons on the list each  
21 time a selection is made.

**ARTICLE 28 – SUCCESSORS**

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3 28.1 In the event the City transfers or assigns any of its facilities to another political  
4 subdivision, and such transfer or assignment would result in the layoff,  
5 furlough or termination of employees covered by this bargaining agreement,  
6 the City shall attempt in good faith to arrange for the placement of such  
7 employees with the new Employer. The City shall notify the Union in writing  
8 at least sixty (60) days in advance of any such transfer or assignment.  
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**ARTICLE 29 - COURT TIME AND STANDBY**

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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.

1 **ARTICLE 30 - WAGES - MERIT AND LONGEVITY**

2 30.1 Effective upon ratification, employees shall be paid in accordance with the  
3 Pay Plan attached as Appendix C. Within thirty (30) days of ratification,  
4 employees employed on the ratification date of this agreement will receive  
5 a retro check for the difference in pay from the old pay plan to the new one  
6 for the period from October 1, 2019 until date of ratification.

7 30.2 Education incentive and training pay will be paid separately to the  
8 employee.

9 30.3 Premium Pay: Effective October 1, 2019, members in the following special  
10 assignments shall receive a weekly allowance of thirty dollars (\$30.00) per  
11 week: CID, VIN, K9, SPU, SRO, CPO, Traffic Officers, Professional  
12 Standards Unit and Training Unit. Retro pay for the period between October  
13 1, 2019 and the date of ratification of this Agreement under this Section  
14 shall be provided to employees employed by the City on the ratification date  
15 of this Agreement within sixty (60) days of ratification of this Agreement.

16 30.4 Employees who have completed ten (10) to fourteen (14) years of  
17 continuous service as a bargaining unit employee as of October 1 of each  
18 year beginning October 1, 2016 shall receive a lump sum longevity payment  
19 of two percent (2%) of their base pay. Employees who have completed  
20 fifteen(15) to nineteen (19) years of continuous service as a bargaining unit  
21 employee as of October 1 of each year beginning October 1, 2016 shall  
22 receive a lump sum longevity payment of three percent (3%) of their base  
23 pay. Employees who have completed twenty (20) or more years of



1 continuous service as a bargaining unit employee as of October 1 of each  
2 year beginning October 1, 2016 shall receive a lump sum longevity payment  
3 of four percent (4%) of their base pay. All longevity payments will be made  
4 on or before October 31 of each year.

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

7 30.6 Within thirty days of ratification of this Agreement, employees who have  
8 been employed in bargaining unit positions and have completed at least ten  
9 (10) consecutive years as of October 1, 2019 shall receive a lump sum  
10 payment equal to one percent (1%) of their base salary as of October 1,  
11 2019.

12 30.7 It is specifically agreed and understood that employees covered by this  
13 Agreement shall not be eligible for any step increases, longevity payments,  
14 cost-of-living adjustments or any other wage adjustments whatsoever after  
15 September 30, 2020, unless specifically negotiated in any successor  
16 collective bargaining agreement. This provision will not apply if the FOP  
17 presents the City with a complete contract proposal and five proposed dates  
18 for negotiations prior to August 1, 2020.

**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 Police  
7 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 twelve (12) month probationary period. This period may be  
10 extended by the City up to an additional six (6) months with prior written  
11 notice to the employee and the FOP. ~~The length of the probationary period~~  
12 ~~of 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 is  
23 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 the  
3 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, or  
6 otherwise challenge, any decision involving assignment, layoff or discipline  
7 including discharge (for whatever reason). Probationary employees may  
8 otherwise utilize the grievance/arbitration procedure contained in this  
9 Agreement.

10 B. PROMOTIONS

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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 of  
14 twelve (12) months of continuous employment from the time of promotion  
15 as indicated on the approved Personnel Recommendation form.

16 33.7 An employee's promotional probationary year shall be tolled and extended  
17 during any time period that the employee is not at work performing his/her  
18 regular, normal duties for more than thirty (30) cumulative calendar days  
19 (e.g., sick leave, light duty, and workers' compensation leave) during the  
20 employee promotional probationary period. The promotional probationary  
21 period will commence running only when the employee returns to his/her  
22 normal duties.

23 33.8 Upon expiration of the promotional probationary period, the Chief of Police  
24 or his designee shall make a determination as to whether the employee

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

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**ARTICLE 34 - LEAVES OF ABSENCE**

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3 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/her 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.

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**ARTICLE 35 - LEAVE BANK**

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

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



**ARTICLE 36 - BEREAVEMENT LEAVE**

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

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

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

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

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

**ARTICLE 37 - SHIFT EXCHANGE**

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

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

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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 appointed  
6 by the FOP who shall be members of the bargaining unit. The committee  
7 will meet upon the request of either party within ten (10) days unless  
8 otherwise mutually agreed upon at a place established by the Chief of  
9 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.

**ARTICLE 39 – REPRODUCTION**

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39.1 The City shall be responsible for supplying the FOP with a disk of the Agreement and two hard paper copies.

39.2 The FOP may use City machines to duplicate this Agreement provided that the FOP supplies the City with necessary paper to make such copies.

**ARTICLE 40 - CRITICAL INCIDENT**

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



1                   **ARTICLE 42 - PRIVATE DUTY DETAIL (VENDOR ASSIGNED)**

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3    42.1           Effective upon ratification of this Agreement, private duty details will be  
4                   administered by a third party. The City will play no role in setting rates of  
5                   pay for details, for paying officers for details or for negotiating with parties  
6                   who wish to use officers in a private duty capacity. However, the City will  
7                   be entitled to charge and collect an administrative fee from the third party  
8                   for each hour of private duty worked to offset the cost of the use of its  
9                   vehicles and workers' compensation insurance coverage.

10   42.2           If injured while on an assigned private duty detail said employee shall be  
11                   entitled to the same rights, privileges, and benefits as if he were injured  
12                   while performing his duties for the City of Lauderhill, provided the Lauderhill  
13                   Police Department has made the assignment.

14   42.2           Rates of pay for private duty details will be negotiated between the vendor  
15                   and the contracting party, but shall not be less than \$30.00 per hour.  
16                   Officers working a detail shall be provided with a marked or unmarked  
17                   Lauderhill Police Department patrol vehicle for use on and during the detail,  
18                   subject to availability.

19   42.3           Earnings from private duty details will not be treated as wages paid by the  
20                   City for any purpose, including overtime pay and compensation for pension  
21                   purposes.

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**ARTICLE 43 – PENSION**

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

7 43.1.1 Tier One

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

11 43.1.2 Tier Two

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

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

- 16 1. Earnable compensation shall consist of:
- 17 i. a participant’s base pay;
  - 18 ii. longevity;
  - 19 iii. education incentive pay as provided by section 943.22,  
20 Florida Statutes
  - 21 iv. assignment pay; and
  - 22 v. up to three hundred (300) hours of overtime per calendar  
23 year.



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

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

1 purchase of credited service, shall be assessed interest rate of five percent  
2 (5%) for the first five (5) years and eight percent (8%) for the next five (5)  
3 years.

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

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

13 43.2.2 All members employed by the City as of April 25, 2011 who retired from the  
14 City service on or before the ratification date of the 2016-2019 Agreement  
15 shall, beginning on the fifth anniversary date of the termination of their City  
16 employment (provided such member has at least twenty (20) years of credited  
17 service with the City or provided such member left the City at age fifty-five (55)  
18 or older with more than five (5) years of credited service with the City), receive  
19 a post-retirement stipend equal to ten dollars (\$10)/month per year of service.  
20 For example, an employee who worked for the City for twenty-five (25) years  
21 shall, beginning on the fifth anniversary of the termination of his/her City  
22 employment, receive a stipend of two hundred and fifty dollars

1 (\$250.00)/month. An employee shall no longer receive such stipend when  
2 he/her reaches sixty-five (65) years of age.

3 43.3 During the negotiations that led to the collective bargaining agreement  
4 between the City and Union covering the period October 1, 2013 to  
5 September 30, 2016, the parties agreed to revise the City's Police Officers'  
6 Retirement Plan (the "Plan") as follows:

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

16 43.3.2 For the purpose of determining benefits for a Tier One DROP  
17 participant pursuant to Section 2-87.1(d) of the City Code, the value of a  
18 member's pensionable accrued holiday/incentive, vacation and sick time as  
19 of April 28, 2014 will be included based on his/her rate of pay as of the earlier  
20 of the date the member enters the DROP or September 30, 2014, provided  
21 that the member still maintains said leave at the time he/she enters 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 of  
2 interest as set forth herein. The rate of interest that will be used is the annual  
3 actual rate of return achieved by the Trust Fund, positive or negative, net of  
4 investment and other direct administrative expenses (the "Actual Rate of  
5 Return") as of September 30 of each fiscal year. In a member's first and last  
6 year in the DROP and the first year following implementation of this provision  
7 for members already in the DROP, the Actual Rate of Return shall be  
8 prorated. Upon exiting the DROP, a participant's account cannot be less than  
9 the sum of their monthly payments during their DROP period. Members shall  
10 not have the option of receiving a fixed amount in their DROP account for any  
11 period after April 28, 2014. Any member who is eligible to enter the DROP as  
12 of April 28, 2014 shall have the option to earn interest on their DROP account  
13 based on the pertinent provision of the Plan that exists as of April 28, 2014 or  
14 based on the provisions contained herein, but each such member must notify  
15 the City of his/her election between these options within 30 days of April 28,  
16 2014.

17 **43.4** During the negotiations that led to the collective bargaining agreement  
18 between the City and Union covering the period October 1, 2016 to  
19 September 30, 2019, the parties agreed to revise the City's Police Officers'  
20 Retirement Plan (the "Plan") as follows:

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

1 43.5

The parties agree that the Plan ordinance shall be amended to reflect the following changes, which shall become effective as soon as practicable following ratification of this Agreement:

43.5.1 All members employed by the City as of July 1, 2020 who retire from City service after the ratification date of the 2019-2020 Agreement shall, in the first full month following their retirement from City service (provided such member has at least twenty (20) years of credited service with the City or provided such member left the City at age fifty-five (55) or older with more than five (5) years of credited service with the City), receive a post-retirement stipend equal of twenty-five dollars (\$25)/month per year of service up to a cap of six hundred dollars (\$600)/month. For example, an employee who worked for the City for twenty (20) years shall, beginning the first full month after retirement, receive a stipend of five hundred dollars (\$500.00)/month. An employee shall no longer receive such stipend when he/her reaches sixty-five (65) years of age.

43.5.2 Employees who have fifteen (15) or more years of service as of July 1, 2020 will be allowed to enter the City's DROP Plan at any time after they reach fifty (50) years of age. All other provisions of the DROP will remain in effect as to these employees.

**ARTICLE 44 - NO SMOKING POLICY**

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

**ARTICLE- 45 - TERM 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, 2020. It is understood and agreed this Agreement only benefits employees employed by the City on the date of ratification of this Agreement.

DATED the \_\_\_ day of \_\_\_\_\_, 2020.

FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE

CITY OF LAUDERHILL,  
FLORIDA

By: \_\_\_\_\_  
Staff Representative

By: \_\_\_\_\_  
Desorae Giles-Smith  
Interim City Manager

By: \_\_\_\_\_  
Approved as to form:  
FOP Local President

\_\_\_\_\_  
Special Labor Counsel  
Brett J. Schneider

\_\_\_\_\_  
City Attorney  
Earl Hall

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**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**

NAME OF EMPLOYEE \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_

IMMEDIATE SUPERVISOR \_\_\_\_\_

**STATEMENT OF GRIEVANCE**

**ADJUSTMENT REQUIRED**

NAME OF FOP REPRESENTATIVE: Joseph A. Puleo DATE: \_\_\_\_\_

SIGNATURE OF FOP REPRESENTATIVE: \_\_\_\_\_

DATE PRESENTED TO MANAGEMENT REPRESENTATIVE

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

DISPOSITION OF GRIEVANCE \_\_\_\_\_

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**APPENDIX C – PAY PLAN**

**POLICE OFFICERS**

<b>YEAR IN RANK</b>	<b>OCTOBER 1, 2019 – SEPTEMBER 30, 2020</b>
1	59,842.32
2	63,122.00
3	66,965.00
4	70,809.00
5	74,652.00
6	78,495.00
7	82,339.00
8	86,182.00
9	90,026.00
10	94,770.00

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**POLICE SERGEANTS**

<b>YEAR IN RANK</b>	<b>OCTOBER 1, 2019 – SEPTEMBER 30, 2020</b>
1	84,267.00
2	87,761.00
3	92,058.00
4	96,354.00
5	100,651.00
6	104,948.00
7	109,244.00
8	113,547.00

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# Memo

**DT:** June 29, 2020 Commission Agenda

**TO:** Honorable Mayor and Members of the City Commission

**FR:** Desorae Giles-Smith, Interim 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

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## 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.

## AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement, which applies to the City’s police officers and police sergeants, and only benefits employees employed on the date of ratification, is for a one (1) year term commencing October 1, 2019 and expiring September 30, 2020. The following key sections of the Agreement have been summarized for the Commission’s convenience:

- **Wages.**
  - (a) **Step Pay Plans.** The parties agreed to amend the step pay plan for officers and sergeants. For officers, each step in the pay plan will be increased by approximately four percent (4%), as compared to salaries paid in fiscal year 2019. For sergeants, their increases were set in accordance with a recent pay study to ensure that they were paid within the top third in terms of salaries within Broward County.
  - (b) **On-call.** Employees designated as being “on-call” or on “rotational on-call” during a pay period will receive \$100 and \$50 per pay period, respectively.
  - (c) **Night differential.** Employees assigned to midnight shift for a pay period shall receive a \$75 incentive each pay period.
  - (d) **Premium Pay.** Employees in certain special assignments will receive a weekly allowance \$30 per week, which is an increase from \$20 per week.
  - (e) **Longevity Pay.** Employees with at least 10 years of service will receive a lump sum payment equal to 1% of their base salary.
- **Drug testing.** The parties have agreed to update the drug testing article in accordance with applicable standards for public safety departments.

- **Fringe Benefits.**

- (a) Clothing Allowance. Non-uniformed officers shall receive a \$600 annual allowance for the purchase of uniforms/shoes and uniformed police officers shall receive \$400 annually, an increase from the current allowances of \$550 and \$375, respectively.

- (b) Duty details. Private duty details will be completely administered by a third party, with no administrative involvement from the City, though the City will be allowed to collect an administrative fee from the third party to offset the cost of vehicle usage and worker's compensation coverage. The rate of pay for details shall be at least \$30 per hour and shall not be considered City wages for any purpose.

- **Pension.**

- (a) Stipend. Pension plan members employed by the City as of July 1, 2020 who retire from City service after the ratification date of the CBA will receive a monthly post-retirement stipend of \$25 for each year of service up to a \$600 monthly cap. The stipend will be discontinued upon the employee reaching the age of 65.

- (b) DROP Eligibility. Employees who have 15 or more years of service as of July 1, 2020 may enter the DROP at any time after reaching the age of 50.