

RESOLUTION NO. 22R-09-217

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, AUTHORIZING AND APPROVING THE RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC. FOR POLICE LIEUTENANTS IN EFFECT FOR THE TWO (2) YEAR TERM FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2024; PROVIDING TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH)

WHEREAS, the City Commission of the City of Lauderhill (the "City Commission") has reviewed and desires to approve and ratify the Collective Bargaining Agreement (the "Agreement") between the City of Lauderhill (the "City") and Broward County Police Benevolent Association, Inc., in effect from October 1, 2022 through September 30, 2024; and

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

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

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

Section 2. Approval and Ratification of Agreement. The City Commission hereby approves and ratifies the two (2) year Agreement between the City of Lauderhill and Broward County Police Benevolent Association, Inc., in effect from October 1, 2022 through September 30, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

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

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


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

DATED this 27 day of September, 2022.

PASSED AND ADOPTED on first reading this 27 day of September, 2022.



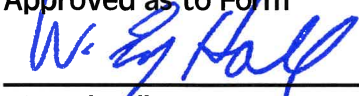
PRESIDING OFFICER

ATTEST:


CITY CLERK

MOTION M. Dunn
SECOND L. Martin

M. DUNN Yes
D. GRANT Yes
L. MARTIN Yes
S. MARTIN Yes
K. THURSTON Yes

Approved as to Form


W. Earl Hall
City Attorney



City of Lauderhill

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

File Details

File Number: 22R-4802

File ID: 22R-4802	Type: Resolution	Status: Agenda Ready
Version: 1	Reference:	In Control: City Commission Meeting
		File Created: 09/15/2022
File Name: PBA Collective Bargaining Agreement 2022-2024		Final Action:

Title: RESOLUTION NO. 22R-09-217: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, AUTHORIZING AND APPROVING THE RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC. FOR POLICE LIEUTENANTS IN EFFECT FOR THE TWO (2) YEAR TERM FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2024; PROVIDING TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

Notes:

Sponsors: Giles

Enactment Date:

Attachments: RES-22R-09-217-CBA-PBA-Lieutenants MOU 2022.pdf, PBA CBA - 2022-2024.pdf, Memo to City Commission - PBA CBA Changes.pdf

Enactment Number:

Contact:

Hearing Date:

* **Drafter:** Ekrempler@Lauderhill-fl.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

Text of Legislative File 22R-4802

RESOLUTION NO. 22R-09-217: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, AUTHORIZING AND APPROVING THE

RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC. FOR POLICE LIEUTENANTS IN EFFECT FOR THE TWO (2) YEAR TERM FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2024; PROVIDING TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH).

Request Action:

Request approval to authorize and approve the ratification of the Police Benevolent Association, Inc for Police Lieutenants (PBA) Collective Bargaining Agreement for a two (2) year period beginning on October 1, 2022 and ending on September 30, 2024.

Need:

This agreement between the City and the PBA needs approval from the City Commission.

Summary Explanation/ Background:

This agreement was negotiated between the City and the PBA and ratified by its members. It requires Commission approval to take effect. Some of the changes include an increase in wages, making all Police Lieutenants non-exempt, and the establishment of an 84-hour bi-weekly work schedule for Police Lieutenants.

Attachments:

- #1 Proposed PBA Collective Bargaining Agreement
- #2 Memo - Summary of Changes

Cost Summary/ Fiscal Impact:

Estimated Time for Presentation:

Less than 5 minutes

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

AGREEMENT
BETWEEN
THE CITY OF LAUDERHILL, FLORIDA
AND
BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC.
FOR
POLICE LIEUTENANTS

20~~22~~¹⁹ – 20~~22~~²²

TABLE OF CONTENTS

1	ALPHABETICAL INDEX	iii
2	ARTICLE 1 – PREAMBLE	1
3	ARTICLE 2 – RECOGNITION	2
4	ARTICLE 3 – TERM OF AGREEMENT.....	3
5	ARTICLE 4 – REPRESENTATION OF THE UNION.....	4
6	ARTICLE 5 – REPRESENTATION OF THE CITY	5
7	ARTICLE 6 – PBA ACTIVITIES.....	6
8	ARTICLE 7 – NO STRIKE	7
9	ARTICLE 8 – DUES CHECK-OFF.....	9
10	ARTICLE 9 – POLITICAL ACTIVITY.....	10
11	ARTICLE 10 – MANAGEMENT RIGHTS	11
12	ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE.....	14
13	ARTICLE 12 – POLICIES AND PERSONNEL RULES	19
14	ARTICLE 13 – PERSONNEL RECORDS.....	20
15	ARTICLE 14 – LEGAL REPRESENTATION	21
16	ARTICLE 15 – HOURS OF WORK	22
17	ARTICLE 16 – HOLIDAYS.....	24
18	ARTICLE 17 – VACATIONS	27
19	ARTICLE 18 – INSURANCE.....	29
20	ARTICLE 19 – EDUCATION INCENTIVE AND TRAINING	30
21	ARTICLE 20 – UNIFORMS / VEHICLES.....	31
22	ARTICLE 21 – SENIORITY; LAYOFFS AND RECALL	33
23	ARTICLE 22 – SICK LEAVE.....	35
24	ARTICLE 23 – ON-THE-JOB INJURY.....	37
25	ARTICLE 24 – DRUG TESTING	39
26	ARTICLE 25 – NON-DISCRIMINATION.....	47

1	ARTICLE 26 – SEVERABILITY CLAUSE AND PROHIBITION AGAINST REOPENING OF	
2	NEGOTIATIONS.....	48
3	ARTICLE 27 – SUCCESSORS.....	49
4	ARTICLE 28 – WAGES	50
5	ARTICLE 29 – NEGOTIATIONS	52
6	ARTICLE 30 – PROBATIONARY EMPLOYEES	53
7	ARTICLE 31 – LEAVES OF ABSENCE.....	55
8	ARTICLE 32 – BEREAVEMENT LEAVE	56
9	ARTICLE 33 – FLORIDA LAW ENFORCEMENT OFFICERS BILL OF RIGHTS.....	57
10	ARTICLE 34 – PENSION.....	58
11	ARTICLE 35 – NO SMOKING POLICY	63
12	ARTICLE- 36 – TERMS OF AGREEMENT	64
13	APPENDIX A – AUTHORIZATION FOR PAYROLL DEDUCTION	65
14	APPENDIX B – PAY PLAN.....	66
15		

ALPHABETICAL INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
1	AUTHORIZATION FOR PAYROLL DEDUCTION	56
2	BEREAVEMENT LEAVE.....	49
3	DRUG TESTING	34
4	DUES CHECK-OFF	9
5	EDUCATION INCENTIVE AND TRAINING	27
6	FLORIDA LAW ENFORCEMENT OFFICERS BILL OF RIGHTS	50
7	PBA ACTIVITIES.....	6
8	GRIEVANCE AND ARBITRATION PROCEDURE	14
9	HOLIDAYS	23
10	HOURS OF WORK.....	22
11	INSURANCE	26
12	LEAVES OF ABSENCE	48
13	LEGAL REPRESENTATION.....	21
14	MANAGEMENT RIGHTS.....	11
15	NEGOTIATIONS.....	46
16	NO SMOKING POLICY.....	54
17	NO STRIKE.....	7
18	NON-DISCRIMINATION	41
19	ON-THE-JOB INJURY	32
20	PAY PLAN.....	57
21	PBA ACTIVITIES.....	6
22	PENSION	51
23	PERSONNEL RECORDS	20
24	POLICIES AND PERSONNEL RULES	19
25	POLITICAL ACTIVITY.....	10

1	PREAMBLE	1
2	PROBATIONARY EMPLOYEES.....	47
3	RECOGNITION.....	2
4	REPRESENTATION OF THE CITY	5
5	REPRESENTATION OF THE UNION	4
6	SENIORITY; LAYOFFS AND RECALL.....	29
7	SEVERABILITY CLAUSE AND PROHIBITION	42
8	SICK LEAVE	31
9	SUCCESSORS	43
10	TERM OF AGREEMENT	3
11	TERMS OF AGREEMENT	55
12	UNIFORMS/VEHICLES	28
13	VACATIONS.....	25
14	WAGES - MERIT AND LONGEVITY	44
15		

ARTICLE 1 – PREAMBLE

This Agreement is entered into this _____ day of _____, 20~~22~~19, by and between the City of Lauderhill, Florida (the "City") and the Broward County Police Benevolent Association (the "PBA" or the "Union.")

WHEREAS, this Agreement reduces to writing the understandings of the City and the PBA 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 PBA 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 PBA 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 PBA as the exclusive bargaining agent for the purpose of
4 collective bargaining with respect to wages, hours and other conditions of employment for
5 those employees included within the certified bargaining unit, and any other inclusions or
6 exclusions mutually agreed to, in writing, by the parties, and approved by the Public
7 Employees Relations Commission. The bargaining unit is defined by Florida Public
8 Employees Relation Commission Certification Number 1819, which states as follows:

9 **Included:** All full time sworn employees in the rank of police lieutenant.

10 **Excluded:** Chief of police, assistant chief of police, police major, police
11 sergeant, police officer and all other employees of the City of
12 Lauderhill.

ARTICLE 3 - TERM OF AGREEMENT

1
2
3 **3.1** This Agreement shall be effective October 1, 20~~22~~¹⁹ and shall continue
4 until September 30, 20~~24~~²². No portion of this Agreement shall be
5 retroactive.

6 **3.2** In the event a new collective bargaining Agreement is not reached prior to
7 the expiration of this Agreement, the terms and conditions of this
8 Agreement shall be binding upon the parties until the effective date of a
9 new collective bargaining Agreement, unless any specific term of this
10 Agreement indicates otherwise.

11 **3.3** It is understood and agreed that this Agreement constitutes the total
12 agreement between the parties. The term of this Agreement shall not be
13 amended, except by the mutual written consent of the parties as they may
14 from time to time agree.

15 **3.4** This Agreement shall not be construed to deprive an employee of any
16 benefit or protection granted by the laws of the State of Florida, or
17 ordinance of the City of Lauderhill.
18
19

ARTICLE 4 - REPRESENTATION OF THE UNION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

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

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

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

ARTICLE 5 - REPRESENTATION OF THE CITY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

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

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

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

ARTICLE 6 - PBA ACTIVITIES

1
2
3
4
5
6
7
8
9
10
11

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

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

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

ARTICLE 7 - NO STRIKE

1
2
3 7.1 "Strike" means the concerted failure to report for duty, the concerted
4 absence of employees from their positions, the concerted stoppage of work,
5 the concerted submission of resignations, the concerted abstinence in
6 whole or in part by any group of employees from the full and faithful
7 performance of their duties of employment with the City, participation in a
8 deliberate and concerted course of conduct which adversely affects the
9 services of the City, picketing or demonstrating in furtherance of a work
10 stoppage, either during the term of or after the expiration of a collective
11 bargaining agreement.

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

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

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

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

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

ARTICLE 8 - DUES CHECK-OFF

1
2
3
4
5
6
7
8
9
10
11
12
13
14

8.1 Any member of the PBA 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 PBA deducted from his or her wages. Dues deducted for wages of a member will be transmitted to the PBA on a monthly basis. However, the City shall have no responsibility or any liability for the improper deduction of dues.

8.2 The PBA 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

1

2

3

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

4

5

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.

6

7

8

9

10

ARTICLE 10 - MANAGEMENT RIGHTS

1
2
3 10.1 The City has and will continue to retain the unilateral right to operate and
4 manage its affairs in all respects; and the powers or authority which the City
5 has not abridged, delegated or modified by the express provisions of this
6 Agreement are retained by the City. The rights of the City, through its
7 management officials, shall include, but shall not be limited to, the right:

8 10.1.1 To manage and direct all employees of the City and the Police
9 Department and determine the standards and qualifications
10 therefore;

11 10.1.2 To hire, lay off, rehire, promote, transfer, schedule, assign and retain
12 employees in positions with the City;

13 10.1.3 To suspend, demote, discharge or take other disciplinary action
14 against employees for just cause;

15 10.1.4 To maintain the efficiency of the operations of the City and the Police
16 Department;

17 10.1.5 To determine the structure and organization of City government,
18 including the right to supervise, subcontract, expand, consolidate or
19 merge any department and to alter, combine, or reduce any division
20 thereof;

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

5

6

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

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

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

13 11.3 Grievances shall be processed in the following manner.

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

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

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

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

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

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

13 **11.5** In the event a grievance involving an issue of contract interpretation not
14 involving discipline, or a disciplinary grievance involving a termination,
15 demotion or suspension of three (3) or more working days has not been
16 resolved at Step 3, the City or the PBA may submit the grievance to
17 arbitration within ten (10) calendar days after the City Manager (or his
18 designee) renders a written decision on the grievance, or the due date of
19 that decision if no written decision is made. Disciplinary grievances
20 involving suspensions of less than three (3) working days and written
21 reprimands or other actions not involving the loss of pay shall not be
22 arbitrable and the City Manager's decision at Step 3 as it relates to such
23 grievances shall be final and binding.

1 **11.6** The arbitrator may be any impartial person mutually agreed upon by the
2 parties. In the event the parties are unable to agree upon said impartial
3 arbitrator within ten (10) calendar days after the City or PBA request
4 arbitration, the party demanding arbitration shall, within ten (10) calendar
5 days of the date on which the parties reach impasse over the mutual
6 selection of an arbitrator as set forth above, request a list of seven (7)
7 names from the Federal Mediation and Conciliation Service. Within ten (10)
8 calendar days of receipt of the list, the parties shall alternatively strike
9 names, the City striking first. The remaining name shall act as the
10 Arbitrator.

11 **11.7** The City and the PBA shall mutually agree in writing as to the statement
12 of the grievance to be arbitrated prior to the arbitration hearing, and the
13 Arbitrator shall confine his/her decision to the particular grievance
14 specified. In the event the parties fail to agree on the statement of the
15 grievance to be submitted to the Arbitrator, the Arbitrator will confine
16 his/her consideration and determination to the written statement of the
17 grievance and the response of the other Party. Copies of any
18 documentation provided to the Arbitrator by either party shall be
19 simultaneously provided to the other party.

20 **11.8** The Arbitrator shall have no authority to change, amend, add to, subtract
21 from, or otherwise alter or supplement this Agreement or any part thereof
22 or amendment thereto. The Arbitrator shall have no authority to consider

1 or rule upon any matter which is stated in this Agreement not to be subject
2 to arbitration.

3 11.9 Copies of the Arbitrator's decision shall be furnished to both parties within
4 twenty (20) days of the closing of the Arbitration hearing. The Arbitrator's
5 decision will be final and binding on the parties.

6 11.10 The Arbitrator may not issue declaratory or advisory opinions.

7 11.11 Unless otherwise agreed to by both parties, grievances under this
8 Agreement shall be processed separately and individually. Accordingly,
9 only one (1) grievance shall be submitted to an Arbitrator for decision in
10 any given case.

11 11.12 Each party shall bear the expense of its own witnesses and of its own
12 representatives for the purposes of the arbitration hearing. The impartial
13 Arbitrator's fee and any related expenses including any cost involved in
14 requesting a panel of arbitrators shall be paid by shared equally by each
15 party. The hearing room shall be supplied and designated by the City.
16 Any person desiring a transcript of the hearing shall bear the cost of such
17 transcript, unless both parties mutually agree to share such cost.

18 11.13 Settlement of grievances prior to the issuance of an arbitration award shall
19 not constitute a precedent or an admission that the Agreement has been
20 violated.

21 11.14 A probationary employee may not grieve any matter concerning
22 assignment, discipline or discharge.

23

ARTICLE 12 - POLICIES AND PERSONNEL RULES

1
2
3
4
5
6
7
8
9
10
11
12
13
14

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

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

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

ARTICLE 13 - PERSONNEL RECORDS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

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

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

1 **ARTICLE 15 - HOURS OF WORK**

2 15.1 ~~Bargaining unit employees are salaried exempt employees under the Fair~~
3 ~~Labor Standards Act. As such, they are paid a set salary regardless of~~
4 ~~the number of hours/week that they work. Notwithstanding the foregoing,~~
5 ~~bargaining unit employees will receive additional pay at their regular~~
6 ~~straight time rate for any hours worked on days that are outside of their~~
7 ~~regular schedule in a given work week. Eighty-four (84) hours in a fourteen~~
8 ~~(14) day cycle shall constitute the normal work period and schedule for~~
9 ~~bargaining unit employees. Such hours shall be compensated at straight~~
10 ~~time. Nothing herein shall guarantee a minimum number of hours per~~
11 ~~day, per week or per month.~~

12 15.2 ~~Employees who work in excess of eighty-four (84) hours in a fourteen (14)~~
13 ~~day cycle shall be paid overtime in accordance with the provisions of the~~
14 ~~Fair Labor Standards Act. "Hours worked" shall be determined in~~
15 ~~accordance with and as defined in the Fair Labor Standards Act.~~

16 15.3 ~~Nothing herein shall require the payment of straight time or time and one-~~
17 ~~half when an insubstantial amount of time is worked in excess of the~~
18 ~~length of the employee's normal shift. For the purpose of this Article, an~~
19 ~~insubstantial amount of time shall be considered any period of time less~~
20 ~~than one-quarter (1/4) hour.~~

21 15.4 ~~Directed Return to Work~~

1 If an employee covered by this Agreement is called out on any police
2 matter outside of his/her normal working hours, he/she shall receive a
3 minimum of 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
7 classification than his/her permanently assigned position shall be
8 compensated at 5% above his or her current salary or at the starting
9 salary of the higher classification, whichever is greater starting after
10 serving at least ten (10) working days in the temporary assignment. The
11 higher rate of pay shall begin on the first day following the completion of
12 the ten (10) working days minimum service.

ARTICLE 16 – HOLIDAYS

1
2
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 Juneteenth

9 Independence Day

10 Labor Day

11 Columbus Day

12 Veteran's Day

13 Martin Luther King's Birthday

14 Thanksgiving Day

15 Day after Thanksgiving

16 Christmas Eve

17 Christmas Day

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

22 **16.3** All members of the bargaining unit who work a Monday through Friday
23 schedule shall treat holidays falling Monday through Friday as normally
24 scheduled workdays.

1 16.4 Members who are required by the City to work on one of the above-
2 designated holidays and who actually work on such holiday will receive
3 premium pay at his/her regular straight time rate of pay for each hour the
4 employee actually works on such holiday. For example, an employee who
5 works an eight (8) hour shift on Thanksgiving will be entitled to 16 hours of
6 pay for that day.

7 16.5 If any official City holiday, as set forth in Section 16.1 of this Agreement,
8 falls on a member's scheduled day off, such member shall be permitted to
9 take a regularly scheduled day off with pay during the pay period in which
10 the holiday falls. Members are not permitted to "bank" or "cash in" such
11 holiday time and will not be entitled to carry over the paid day off into a
12 subsequent pay period.

13 16.5 Employees will be permitted to sell accrued holiday/incentive time to the
14 City as set forth herein. At the sole discretion of the City Manager, the
15 City shall purchase such holiday/incentive time at Employee's rate of pay
16 at the time of the purchase. Hire date seniority will dictate priority with
17 regard to the sell back of holiday/incentive time. Requests to sell back
18 accrued holiday/incentive time must be submitted to the City's Finance
19 Director by August 1 of each fiscal year. Every time an employee makes
20 an election to sell back holiday pay, he/she will be required to make a
21 unconditional election as to whether they want the time sold to be treated
22 as pensionable. If an employee elects to have his/her payout treated as
23 pensionable, the City will deduct the employee's pension contribution from

1 such payout and the payout will count toward the employee's pensionable
2 earnings provided the money is paid out in the employee's calculating
3 years. If an employee elects not to have his/her payout treated as
4 pensionable, the employee will not be required to make pension
5 contributions from such payout and the payout will not count toward the
6 employee's pensionable earnings. Nothing herein precludes an employee
7 who separates service from the City for any reason from receiving a
8 payout from the City of all accrued and unused holiday/incentive time that
9 the Employee has at the time of his/her separation from service, provided
10 that for holiday/incentive time earned prior to April 28, 2014, such time
11 shall be paid out at the rate of pay earned by the member as of
12 September 30, 2014. Holiday/incentive time earned after April 28, 2014
13 shall be paid out at the member's rate as of September 30 of the fiscal year
14 in which said leave was earned.

ARTICLE 17 – VACATIONS

17.1 The following vacation accruals shall apply:

<u>Continuous Service With City</u>	<u>Vacation Accrual/year</u>
One (1) but less than five (5) years	128 hours
Five (5) but less than ten (10) years	152 hours
Ten (10) but less than fifteen (15) years	184 hours
Fifteen (15) + years	208 hours

17.2 There shall be a soft cap on vacation accrual of 540 hours. Bargaining unit members may have not more than 540 hours of accrued vacation on September 30 of any year. Bargaining unit members may accrue vacation hours in excess of 540 hours during a fiscal year, provided they reduce their balance to 540 by September 30. 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 or more times during the year, will have a grace period until November 30 of that year to use up to 40 hours of their vacation balance in excess of 540 hours. If they fail to reduce their leave banks to 540 hours within the grace period, any leave in excess of 540 hours will be forfeited on November 30. Payout of vacation accrual upon separation is capped at 540 hours.

17.3 In handling the administration and scheduling of annual vacation leave, the parties agree that the written policies of the Personnel Department

1
2
3
4
5
6

and the Police Department in existence at the time of execution of this Agreement shall be adhered to.

ARTICLE 18 – INSURANCE

1

2

3 18.1

The City agrees to provide bargaining unit employees with medical and dental insurance on the same terms and conditions as are provided to other managerial employees of the City, as such may change from time to time.

4

5

6

1 **ARTICLE 20 – UNIFORMS / VEHICLES**

2
3 20.1 Bargaining unit employees will be issued a complete uniform and
4 equipment set(s) as deemed necessary by the Department.

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

8 20.3 Bargaining unit employees shall be furnished with a City owned gun and
9 two (2) spare magazines.

10 20.4 Upon termination of employment, the articles will be surrendered by the
11 employee in like condition as when issued, reasonable wear and tear
12 accepted. In the event an employee is transferred or for any other reason
13 leaves the employ of the department, he/she shall return all uniforms and
14 equipment and City property to the department before the final paycheck
15 will be issued, otherwise the cost of said replacement shall be deducted
16 from the final check if sufficient, otherwise the employee shall be liable for
17 the deficiency.

18 20.5 Bargaining unit employees shall receive a clothing allowance of six
19 hundred dollars (\$600) per year payable in October of each year following
20 ratification of this Agreement.

21 20.420.6 The City will reimburse bargaining unit employees for damage to their
22 sunglasses, prescription eyeglasses or wristwatches up to a maximum of
23 two hundred dollars (\$200) per covered item.

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

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

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

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

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

14 21.2 In the event of a lay-off and subject to operational necessity, employees covered
15 by this Agreement shall be laid off in the inverse order of their Classification
16 Seniority.

17 21.3 Employees shall be recalled from layoff in accordance with their Classification
18 Seniority in the classification from which they were laid off, senior employees first.
19 Notice by certified mail shall be sent to an employee at his/her last known address,
20 with a copy by regular mail to the Union. An employee shall have ten (10)
21 calendar days from the date of receipt of a recall notice within which to accept or
22 reject the position. Failure to timely respond shall automatically constitute a
23 rejection. It is agreed that notice to the employee at the address last provided to

1 the City by the employee constitutes notice to the employee for the purpose of
2 commencing the ten (10) day period. No new employee shall be hired in any
3 classification until all employees on layoff status in that classification have had an
4 opportunity to return to work; provided, however, that in the sole discretion of the
5 City, such employees may be required to pass a medical or psychological
6 examination in order to ensure that they are capable of performing the work
7 available at the time of recall. No laid off employees shall retain recall rights
8 beyond twelve (12) months from date of layoff.

9
10
11

ARTICLE 22 - SICK LEAVE

1
2
3 **22.1** Bargaining Unit Employees shall accrue .0659 96 hours of sick leave for
4 each hour of regular paid service (5.536/year (3.69 hours bi-weekly). Sick
5 leave must be earned prior to use.

6 **22.2** Bargaining Unit Employees are eligible for sick leave buy-back on the same
7 terms and conditions as other Managerial Employees of the City, as such
8 terms and conditions may be changed by the City from time to time.

9 **22.3** If and when use of sick leave appears to be abused, or where an employee
10 consistently uses sick leave as it is earned, the employee may be required
11 to furnish a doctor's note as proof of the necessity for such absence. The
12 employer reserves the right to investigate all absences and require
13 employees to furnish a medical certificate. The employer also reserves the
14 right to require a sick employee to remain at home while off sick except
15 when seeing a physician or performing any other necessary task approved
16 first by the Department Head or designee. Any employee using sick leave
17 to care for a family member may leave home only if necessary to provide
18 care or transportation to immediate family members.

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

22 22.4 Sick leave donation will be permitted in accordance with applicable Police
23 Department policy. In order to receive donated sick leave, an employee
24 must have exhausted all of his/her paid leave.

1 22.422.5 If an employee does not use any sick leave during any calendar quarter (as
2 set forth below), he/she shall be award one (1) personal day. The calendar
3 quarters are October-December, January-March, April-June, July-
4 September. Personal days earned pursuant to this provision must be used
5 before the end of the fiscal year in which they are earned. In the event a
6 personal day is earned in the quarter ending September 30, the day must
7 be taken in October.

8

ARTICLE 23 - ON-THE-JOB INJURY

1
2
3 23.1 When an employee covered by this Agreement is compelled to be absent
4 from duty because of an injury or illness determined to be compensable
5 under the provisions of the Worker's Compensation Act, he/she shall be
6 entitled to full pay less any benefit under the Worker's Compensation Act
7 for a period of time not to exceed forty five (45) working days. The same
8 time period may be extended based upon a review and recommendation by
9 the Human Resources Director and the Police Chief with the approval of the
10 City Manager, based upon the results of a medical examination. To be
11 eligible for any extensions, the employee must, if directed by the City
12 Manager, submit an application for disability retirement to the Pension
13 Board or submit to a physical examination to determine the approximate
14 length of time necessary to return to duty. The City Manager may, in his
15 sole discretion, at any time during the extension, terminate such extension if
16 he/she determines that the extension is no longer in the best interest of the
17 City and the employee concerned. In that event, the employee, at the sole
18 and exclusive discretion of the City Manager, may either be placed on
19 unpaid leave status (after the employee is allowed to exhaust all accrued
20 leave) or separated from employment.

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

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

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

7

8

ARTICLE 24 - DRUG TESTING

1
2 **24.1** Bargaining unit members are prohibited from using illegal drugs or legal
3 drugs outside of the scope of their permitted use at any time whether on
4 or off duty and are prohibited from being under the influence of alcohol
5 while on duty. For purposes of this provision, medical marijuana is
6 considered an illegal drug. The City may require any employee to submit
7 to a drug or alcohol test when it has a reasonable suspicion that the
8 employee to be tested is under the influence of or using illegal drugs,
9 narcotics, or alcohol. The term "reasonable suspicion" means facts and/or
10 inferences reasonably drawn which would lead a reasonably prudent
11 person to believe that the employee is under the influence of drugs or
12 alcohol. For the purposes of this policy, "reasonable suspicion" shall be
13 defined as follows:

- 14 A. Observable phenomena while at work, such as direct observation
15 of drug use or the physical symptoms or manifestations of being
16 under the influence of a drug, controlled substance or alcohol;
- 17 B. Abnormal conduct or erratic behavior while at work or a general
18 deterioration in work performance;
- 19 C. A report of an employee using drugs, controlled substances or
20 alcohol, provided by a reliable and credible source;
- 21 D. Evidence that an individual has tampered with a test administered
22 under this Article during his employment with the City;

- 1 E. Evidence that an employee has, during his/her employment, sold,
2 solicited or purchased drugs outside of his/her job responsibilities;
3 and/or
4 F. After an on the job injury and/or accident, including motor vehicle
5 accidents.

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

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

- 1 **24.4** Refusal to submit to drug testing pursuant to the procedures outlined in
2 this Article after being ordered to do so may result in disciplinary action,
3 up to and including termination.
- 4 **24.5** The following procedures shall apply to the blood and urine tests
5 administered to employees:
- 6 (A) The City may request urine and/or blood samples. The employee
7 may, at his sole option and expense, upon request receive a blood
8 test in addition to a urine test if none was ordered.
- 9 (B) The test shall be performed at a reputable hospital or laboratory
10 certified by the State of Florida as a medical laboratory, which
11 complies with the scientific and technical guidelines for federal drug
12 testing programs and the standards for certification of laboratories
13 engaged in urine drug testing for federal agencies issued by the
14 Alcohol, Drug Abuse and Mental Health Administration of the U.S.
15 Department of Health and Human Services and comply with
16 applicable Florida Statutes.
- 17 (C) Urine and/or blood specimens shall be drawn or collected at a
18 laboratory, hospital, doctor's office or medical facility. A union
19 representative shall be allowed to accompany the employee, if
20 requested, to the test and observe the collection of the specimen.
21 If the City or the laboratory requires an observer when the urine
22 specimen is given, the observer shall be of the same sex as the
23 employee being tested. All specimen containers and vials shall be

1 sealed with evidence tape, labeled and packaged if applicable, in
2 the presence of the employee and the union representative, if
3 available.

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

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

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

1 challenge the City's compliance with this article and/or any aspect
2 of the drug/alcohol testing procedure and/or results.

3
4 The standards to be used for employee drug testing of urine specimens
5 are as follows:

6 Drug Testing Standards:

7	<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
8			
9			
10	Amphetamines/Methamphetamine	1000 NG/ML	500 NG/ML
11	Barbiturates	300 NG/ML	200 NG/ML
12	Benzodiazepines	200 NG/ML	200 NG/ML
13	Cocaine	150 NG/ML	150 NG/ML
14	Marijuana	50 NG/ML	15 NG/ML
15	Methadone	300 ng/mL	150 ng/mL
16	MDMA (Ecstasy)	500 ng/mL	250 ng/mL
17	Methaqualone	300 NG/ML	150 NG/ML
18	Opiates		
19	Codeine	2000 ng/mL	2000 ng/mL
20	Morphine	2000 ng/mL	2000 ng/mL
21	Hydrocodone	500 ng/mL	100 ng/mL
22	Hydromorphone	500 ng/mL	100 ng/mL
23	Oxycodone	100 ng/mL	100 ng/mL
24	Heroin	750 ng/mL	10 ng/mL
25	Phencyclidine	25 NG/ML	25 NG/ML
26	Propoxyphene	300 NG/ML	150 NG/ML
27			
28			

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

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

33	Creatinine (CR)	20-200 mg/dl
34	Nitrite (NI)	0-5.0
35	Oxidants/Bleace (OX)	positive

1	ph (PH)	4-9
2	Specific Gravity (SG)	1.005-1.025

3 If specific gravity is low, a second test with a second specimen will be conducted
4 1-2 hours later.

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

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

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

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

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

3 (J) Each step in the testing process shall be documented in writing to
4 establish procedural integrity and to establish the chain of custody.

5

6

ARTICLE 25 - NON-DISCRIMINATION

1
2
3
4
5
6
7
8
9
10
11
12
13

25.1 No employee covered by this Agreement will be discriminated against by the City because of membership in the PBA or concerted activity.

25.2 The PBA will not discriminate against employees covered by this Agreement on the basis of their refusal to become PBA members.

25.3 Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability, religion and sexual orientation.

25.4 Violation of this article shall be neither grievable nor arbitrable.

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

2 **AGAINST REOPENING OF NEGOTIATIONS**

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

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

ARTICLE 27 – SUCCESSORS

1
2
3 27.1

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

4
5
6
7
8
9
10
11

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

ARTICLE 28 - WAGES

28.1 ~~Effective October 1, 2019,~~ Bargaining Unit Employees shall be paid in accordance with the Pay Plan attached as Appendix B effective October 1, 2022, which reflects a five percent (5%) increase to the annual salary from the prior pay plan to reflect the increase in regular hours from 80 to 84 and a pay increase of \$4,411.00 for each step from the Pay Plan effective for the period October 1, 2021 to September 30, 2022. ~~Effective October 1, 2020, each step in the Pay Plan will increase by \$2,681.00. This is reflected in Appendix B. Effective October 1, 2021, a cost of living adjustments to the pay plan of between two percent (2%) and three percent (3%) will be made by the City at the discretion of the City Manager. On October 1, 2023, bargaining unit employees shall receive a cost of living increase that is equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve (12) month change from July to July based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the salary increase will be three percent (3%) and if the CPI is less than one percent (1%) the salary increase will be one percent (1%). In the event in other City bargaining unit receives an across the board pay increase in excess~~

1 of three percent (3%) on October 1, 2023, members of this unit will
2 receive the same such increase.

3 **28.2** Sergeants promoted to the rank of Lieutenant shall be slotted into the next
4 highest pay level which is at least five percent (5%) above what they
5 previously made as a Sergeant in the Lieutenants' Pay Plan upon
6 promotion to Lieutenant.

7 **28.3** Employees who have completed 10 to 14 years of continuous service with
8 the City as of October 1 of each year beginning October 1, 2016 shall
9 receive a lump sum longevity payment of two percent (2%) of their base
10 pay. Employees who have completed 15 to 19 years of continuous
11 service with the City as of October 1 of each year beginning October 1,
12 2016 shall receive a lump sum longevity payment of three percent (3%) of
13 their base pay. Employees who have completed 20 or more years of
14 continuous service with the City as of October 1 of each year beginning
15 October 1, 2016 shall receive a lump sum longevity payment of four
16 percent (4%) of their base pay. All longevity payments will be made on or
17 before October 31 of each year.

18 **28.4** It is specifically agreed and understood that employees covered by this
19 Agreement shall not be eligible for any step increases, cost-of-living
20 adjustments or any other wage adjustments whatsoever after September
21 30, 2024~~2~~, unless specifically negotiated in any successor collective
22 bargaining agreement.

ARTICLE 29 – NEGOTIATIONS

1
2
3
4
5
6
7
8
9
10

29.1 The City agrees to allow up to two (2) bargaining unit employees to participate in collective bargaining negotiations between the City and the Union without loss of pay.

29.2 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.

ARTICLE 30 - PROBATIONARY EMPLOYEES

1
2
3 **30.1** A newly hired or promoted lieutenant of the Department shall be deemed in a
4 probationary status for 12 months, beginning with the first day of employment
5 with the City as a lieutenant. This period may be extended by the City up to an
6 additional six months with prior written notice to the employee and the PBA.

7 **30.2** An employee's probationary year shall be tolled and extended during any time
8 period that the employee is not at work performing his/her regular, normal duties
9 for more than thirty (30) cumulative calendar days (e.g., sick leave, light duty,
10 and workers' compensation leave) during the employee's probationary period.
11 The probationary period will commence running only when the employee returns
12 to his/her normal duties.

13 **30.3** An employee's probationary year also shall be tolled and extended by the length
14 of time that the probationary employee is placed on administrative leave with pay
15 or is placed on light or administrative duty while he or she is the subject of an
16 internal affairs investigation.

17 **30.4** The City shall notify, in writing, the probationary employee of his/her completion
18 of the probationary period. Failure to notify the employee by the City does not
19 extend probation.

20 **30.5** During an employee's probationary period, he/she serves at the will and pleasure
21 of the City. Accordingly, no probationary employee may grieve or otherwise
22 challenge, any decision involving assignment, layoff or discipline including
23 discharge (for whatever reason). Probationary employees may otherwise utilize
24 the grievance procedure contained in this Agreement.

1 ~~30-530.6~~ All bargaining unit members who were promoted from the rank of
2 sergeant within the Lauderhill Police Department shall have the right to revert
3 back to the rank of sergeant without loss of seniority, wages, or benefits if they
4 fail to successfully complete their probationary period as a lieutenant

5

6

ARTICLE 31 - LEAVES OF ABSENCE

1
2
3
4
5
6
7
8
9
10
11

31.1 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 Manager through the Chain of Command for his approval or disapproval prior to the granting of said leave. All denials for such leave shall be in writing. The City's decision as to any request shall not be grievable.

ARTICLE 32 - BEREAVEMENT LEAVE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

32.1 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.

32.2 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).

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

32.4 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 34 – PENSION

1
2
3 **34.1** Bargaining Unit employees are members of the City's Police Officer's
4 Retirement Plan (the "Plan") and are mandatory participants in said Plan.

5 **34.2** During negotiations that led to the collective bargaining agreement between
6 the City and Union covering the period October 1, 2013 to September 30,
7 2016, as amended by subsequent Memoranda of Understanding between
8 the parties, the parties agreed to revise the Plan as follows, effective April
9 28, 2014:

10 **34.2.1** "Earnable Compensation" for Tier One members (i.e., those members
11 hired prior to March 23, 2009) shall be defined as a participant's base pay,
12 longevity pay, education incentive pay as provided by F.S. § 943.22,
13 assignment pay, up to three hundred (300) hours of overtime per calendar
14 year and payouts of accrued holiday/incentive, vacation and/or sick time
15 earned prior to September 30, 2013. The value of accrued
16 holiday/incentive, vacation and/or sick time earned as of September 30,
17 2013 shall be at each individual member's rate of pay as of April 28, 2014
18 or September 30, 2014, whichever is higher.

19 **34.2.2** For the purpose of determining benefits for a Tier One DROP participant
20 pursuant to Section 2-87.1(d) of the City Code, the value of a member's
21 pensionable accrued holiday/incentive, vacation and sick time as of April
22 28, 2014 will be included based on his/her rate of pay as of the earlier of the
23 date the member enters the DROP or September 30, 2014, provided that
24 the member still maintains said leave at the time he/she enters the DROP.

1 **34.2.3** For the purpose of determining interest earned on a member's DROP
2 account on or after April 28, 2014 pursuant to Section 2-87.1(f) of the City
3 Code, a member's DROP account shall be credited (if applicable) at a rate
4 of interest as set forth herein. The rate of interest that will be used is the
5 monthly actual rate of return achieved by the Trust Fund net of investment
6 and other direct administrative expenses (the "Actual Rate of Return").
7 Upon exiting the DROP, a participant's account cannot be less than the
8 sum of their monthly payments during the DROP period. Members shall not
9 have the option of receiving a fixed amount in their DROP account for any
10 period after April 28, 2014.

11 **34.3** During negotiations that led to the collective bargaining agreement between
12 the City and Union covering the period October 1, 2016 to September 30,
13 2019, the parties agreed to revise the Plan as follows~~The Plan ordinance~~
14 has been amended to reflect the following changes:

15 **34.3.1** The normal retirement date for Tier Two participants shall be the completion
16 of 25 years of credited service or upon the attainment of fifty-five (55) years
17 of age and seven (7) years of credited service.

18 **34.3.2** All bargaining unit employees employed by the City on or after the date on
19 which this Agreement is ratified shall, beginning upon the employee's
20 separation from City employment and provided that the employee is eligible
21 to begin drawing his/her normal retirement benefit immediately upon
22 separation, receive a post-retirement stipend equal to \$10/month per year
23 of service up to a maximum of 20 years of service (\$200/month). An

1 employee shall no longer receive such stipend when he/her reaches 65
2 years of age. This provision shall not apply to employees who retired from
3 City service prior to the ratification date of the 2016-2019 Agreement (see
4 Section 43.2.2 above).

5 34.3.3 The parties agree that the annual Chapter 185 premium tax revenues will
6 continue to be used in the same manner in the future as they have been
7 under existing past practice, and that all funds in the excess state monies
8 reserve shall be applied to reduce the City pension contribution.

9 34.3.4 The parties agree that, in accordance with Ch. 2015-39, Laws of Florida, a
10 defined contribution plan ("DC Plan") shall be created as a component of
11 the City Plan, but will not be activated unless and until a portion of the
12 Chapter 185 premium tax revenues have been assigned to fund the DC
13 Plan. The provisions of the DC Plan, when and if activated, shall be
14 negotiated by the parties at the time funding has been assigned to the DC
15 Plan. Assignment of Chapter premium tax revenues can result either from
16 agreement between the parties, or from application of the provisions of
17 Ch. 2015-39, Laws of Florida.

18 34.4 The parties agree that the Plan ordinance shall be amended to reflect the
19 following changes, which shall become effective on October 1, 2022:

20 34.4.1 Sections 2-79(b) and 2-80(c) of the Plan shall be amended to allow Tier
21 Two members to purchase an enhanced multiplier and all members to
22 purchase prior military or police service under that section by selling back
23 accrued vacation or sick leave to the City. Members who wish to sell back

1 leave for these purposes must submit the number of hours they are
2 requesting to sell back for the next fiscal year prior to April 1 of each year.
3 Payouts for timely leave sell back requests shall be made to the Plan by
4 September 30 of the following fiscal year if funding is available. The
5 employee's current rate of pay as of the sell back will be used to complete
6 the sellback calculation. The City Manager (or designee) has the sole
7 discretion to deny requests for accrued leave liquidation to purchase prior
8 service, and/or to defer payments to future budget years. Liquidation of
9 vacation and sick leave for these purposes will be subject to the caps and
10 percentages set forth in Articles 17 (Vacation) and 22 (Sick) of this
11 Agreement.

12 **34.4.2** The normal retirement date for Tier Two participants shall be the
13 completion of twenty (20) years of credited service or upon the attainment
14 of fifty-five (55) years of age and seven (7) years of credited service. The
15 City will be responsible for the increase in cost associated with this
16 change.

17 **34.4.3** All bargaining unit employees employed by the City on or after October 1,
18 2022 shall, beginning upon the employee's separation from City
19 employment and provided that the employee is eligible to begin drawing
20 his/her normal retirement benefit immediately upon separation, receive a
21 post-retirement stipend equal to \$25/month per year of service up to a cap
22 of six hundred dollars (\$600) per month. For example, an employee who
23 has worked for the City for twenty (20) years shall, beginning the first full

1
2
3
4
5

month after retirement, receive a stipend of five hundred dollars (\$500)
per month. An employee shall no longer receive such stipend when
he/her reaches 65 years of age.

ARTICLE 35 - NO SMOKING POLICY

1
2
3
4
5
6
7
8
9
10
11
12

35.1 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- 36 - TERMS OF AGREEMENT

Except as otherwise provided in this Agreement, this Agreement will become effective October 1, 2022 and shall remain in full force and effect through and including September 30, 2024.

DATED the ___ day of _____, ~~2022~~.

BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION

CITY OF LAUDERHILL,
FLORIDA

By: _____
Mike Braverman
PBA Counsel

By: _____
Desorae Giles-Smith
City Manager

By: _____
Rod Skirvin
PBA President

Approved as to form:

Special Labor Counsel
Brett J. Schneider

City Attorney
Earl Hall

APPENDIX B - POLICE LIEUTENANT PAY PLAN

YEAR IN RANK	OCTOBER 1, 2022 - SEPTEMBER 30, 2023
1	103,761.01
2	107,339.69
3	111,063.30
4	114,935.07
5	118,963.66
6	123,152.31
7	127,507.51
8	132,036.83
9	136,748.92
10	141,035.99
11	145,473.38
12	150,066.51
13	152,376.60

Memo

To: Honorable Mayor and Members of the City Commission

**From: Desorae Giles-Smith, City Manager
Brett J. Schneider, Esq., Labor Counsel**

Date: September 26, 2022 Commission Meeting

RE: Proposed Resolution Providing For Ratification of the Collective Bargaining Agreement Between the City and the Broward County Police Benevolent Association, Inc

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 Broward County Police Benevolent Association, Inc.

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement, which applies to the City’s Police Lieutenants, is for a two (2) year term commencing October 1, 2022 and expiring September 30, 2024. The two (2) year agreement will allow for all unions in the City to be on the same negotiation rotation. The following key sections of the Agreement have been summarized for the Commission’s convenience:

- **Wages.**
 - (a) **Cost of Living Increases.** Effective October 1, 2022, the PBA pay plan will increase by \$4300.00 plus 5% per step. Effective October 1, 2023 bargaining unit members shall receive a cost of living salary increase equal to the change in the CPI, except that if the CPI is more than three percent (3%), the increase will be three percent (3%), and if the CPI is lower than one percent (1%), the increase will be one percent (1%).

- **Hours of Work.**
 - (a) **Exempt v. Non-Exempt.** Eighty-four (84) hours in a fourteen (14) day cycle shall constitute the normal work period. Such hours shall be compensated at straight time. Employees who work in excess of eighty-four (84) hours in a fourteen (14) day cycle shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act.

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

(c) Working out of Classification. An employee covered by this Agreement who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification than his/her permanently assigned position shall be compensated at 5% above his or her current salary or at the starting salary of the higher classification, whichever is greater starting after serving at least ten (10) working days in the temporary assignment.

- **Holidays.** Juneteenth is added as a City-recognized holiday.
- **Vacations.** Payout of vacation accrual upon separation is capped at 540.
- **Sick Leave.** Bargaining unit employees shall accrue .0659 hours of sick leave for each hour of regular paid service 5.536 hours bi-weekly.
- **Uniforms/Vehicles.**
 - (a) Uniform Allowance. Bargaining unit employees shall receive a clothing allowance of six hundred dollars (\$600) per year.
 - (b) Reimbursement. The City will reimburse bargaining unit employees for damage to their sunglasses, prescription eyeglasses or wristwatches up to a maximum of two hundred dollars (\$200) per covered item.