



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1 of each agreement
② ✓ 10/11/16

Today's Date: 09/30/2016

DOCUMENT TITLE: THE BARGAINING AGREEMENT BETWEEN 1) FRATERNAL ORDER OF POLICE, LODGE 31 – POLICE LIEUTENANTS AND CAPTAINS AND 2) THE FORT LAUDERDALE POLICE LODGE 31 – POLICE OFFICERS AND SERGEANTS

COMM. MTG. DATE: 10/21/2014 CAM #: 14-1255 ITEM #: CR-4 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2
(1 ORIGINAL FOR EACH AGMT)

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 9/30/16 Paul G. Bangel Attorney's Name PGB/JL Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 10/3/16

3) City Manager's Office: CMO LOG #: 0078 Document received from: CMO

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to Mayor CCO Date: 10/4/16

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: 10/5/16

5) City Clerk's Office: Retains 1 copy of each and forwards both original(s) to: Rose Blake/HR/4933

Attach ___ certified Reso # _____ YES NO

Original Route form and 1 copy of each agreement to CAO/J. Larregui

Agreement Between
The City Of Fort Lauderdale
And
The Fort Lauderdale Police Lodge 31
Police Officers & Sergeants

October 1, 2016-September 30, 2017

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 - VACANT	2
ARTICLE 3 - NO STRIKE OR LOCK OUT	2
ARTICLE 4 - NON-DISCRIMINATION	3
ARTICLE 5 - DUES DEDUCTION.....	4
ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION	7
ARTICLE 7 - TIME POOL.....	8
ARTICLE 8 - FOP REPRESENTATION.....	10
ARTICLE 9 - BULLETIN BOARD	12
ARTICLE 10 - PERSONALLY ASSIGNED VEHICLE (PAVE) PROGRAM	13
ARTICLE 11 - INFORMATION REQUESTS	14
ARTICLE 12 - RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION.....	14
ARTICLE 13 - LEGAL BENEFIT.....	17
ARTICLE 14 - MANAGEMENT RIGHTS	18
ARTICLE 15 - DISCIPLINE AND DISCHARGE	20
ARTICLE 16 - SUBCONTRACTING.....	20
ARTICLE 17 - RATES OF PAY	21
ARTICLE 18 - TEMPORARY ASSIGNMENT	23
ARTICLE 19 - ASSIGNMENT PAY.....	23
ARTICLE 20 - LONGEVITY PAY	24
ARTICLE 21 - INJURY PAY (I-TIME) AND LIGHT DUTY ASSIGNMENTS.....	25
ARTICLE 22 - CALL-BACK PAY.....	26

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

ARTICLE 23 - STANDBY PAY.....27

ARTICLE 24 - COURT APPEARANCES.....27

ARTICLE 25 - BEREAVEMENT LEAVE28

ARTICLE 26 - MILITARY LEAVE29

ARTICLE 27 - JURY DUTY30

ARTICLE 28 - VACANT30

ARTICLE 29 - COMMENDATION PAID LEAVE30

ARTICLE 30 - BASIC WORKWEEK AND OVERTIME.....30

ARTICLE 31 – HOLIDAYS.....32

ARTICLE 32 – SENIORITY33

ARTICLE 33 – LAYOFF AND RECALL.....35

ARTICLE 34 – LEAVE WITHOUT PAY37

ARTICLE 35 – MATERNITY LEAVE37

ARTICLE 36 – PROMOTIONAL EXAMINATIONS39

ARTICLE 37 – SHIFT ASSIGNMENT42

ARTICLE 38 – INVOLUNTARY TRANSFERS43

ARTICLE 39 – VACATION LEAVE44

ARTICLE 40 – SICK LEAVE.....46

ARTICLE 41 – DONATION OF ACCRUED SICK/VACATION LEAVE.....50

ARTICLE 42 - GRIEVANCE PROCEDURES52

ARTICLE 43 - ARBITRATION.....58

ARTICLE 44 - PERFORMANCE RATING REVIEW.....60

ARTICLE 45 - COMPREHENSIVE HEALTH CARE PROGRAM.....61

ARTICLE 46 - MODIFICATIONS TO RETIREMENT SYSTEM62

ARTICLE 47 – CLOTHING MAINTENANCE64

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

ARTICLE 48 - TUITION PAYMENT PLAN	65
ARTICLE 49 – VACANT	66
ARTICLE 50 - DEPARTMENTAL POLICIES RULES AND REGULATIONS	66
ARTICLE 51 - USE OF FORCE.....	67
ARTICLE 52 - OFF-DUTY EMPLOYMENT	67
ARTICLE 53 - PERSONNEL RECORDS.....	68
ARTICLE 54 – SAVINGS CLAUSE	69
ARTICLE 55 – ENTIRE AGREEMENT	69
ARTICLE 56 – DURATION OF AGREEMENT, DATES.....	70
ARTICLE 57 - VACANT	70
ARTICLE 58 – VACANT	70
ARTICLE 59 - VACANT	70
ARTICLE 60 – RETIREE HEALTH CARE BENEFITS.....	70
ARTICLE 61 - TOBACCO USE.....	71
ARTICLE 62 – DRUG FREE WORKPLACE	71
ALPHABETICAL INDEX OF ARTICLES	75

PREAMBLE

This Agreement is entered into by and between the City of Fort Lauderdale, hereinafter referred to as the "Employer" or "City", and the Fort Lauderdale Police Lodge 31, FOP. Herein after referred to as the "Union" or "FOP". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide an orderly, prompt, and peaceful means of resolving disputes involving interpretation or application of this Agreement; and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment. It is acknowledged that during the negotiations which resulted in this Agreement, the parties were fully aware of the existence, requirements, and limitation of City Ordinance C-76-102 passed by Referendum by the citizens of Fort Lauderdale and that each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter contained in the Personnel Rules and Regulations of the City of Fort Lauderdale. It is understood that the City of Fort Lauderdale is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 – RECOGNITION

Section 1. The City of Fort Lauderdale hereby recognizes the Fort Lauderdale Police Lodge Number 31, FOP as the exclusive Bargaining Agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the Bargaining Unit.

Section 2. The Bargaining Unit for which this recognition is accorded is as defined in Certification Number 619 granted by the Public Employees Relations Commission on September 27, 1983, comprised of all full-time permanent Police Officers and Police Sergeants of the City of Fort Lauderdale. Excluded are the Police Chief, Deputy Police Chief, Police Majors, Police Captains, Police Lieutenants, Reserve or Auxiliary Police of all ranks, managerial, supervisory, or confidential employees and all other City employees.

Section 3. The Bargaining Unit should not be changed until a determination by the Florida Public Employees Relations Commission (PERC) has occurred and until such time as PERC acts, or a court orders PERC to act, to amend the definition of the Bargaining Unit. Should the City file a managerial/confidential petition, the Union shall have the right to participate in such a proceeding.

Section 4. The Union recognizes the City Manager or representative as the sole representative for the purpose of collective bargaining.

ARTICLE 2 - VACANT

ARTICLE 3 - NO STRIKE OR LOCK OUT

Section 1. The Union agrees to accept and abide by all the terms and conditions of this Agreement. During the term of this Agreement, the Union further agrees it will not call, countenance, or encourage any strike as defined below and will not interfere with the efficient management of the City and its individual departments. In the event of any breach of this Article, the Union agrees that the City will have all statutory rights of recourse as provided in Chapter 447, Florida Statutes.

Section 2. Strike, as used in this Agreement, shall mean the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work, the concerted submission of resignations; the concerted abstinence in whole or in part by a group of employees from the full and faithful performance of the duties of employment with a public employer (City) for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 3. Members of the bargaining unit shall not engage in any walkout, strike, sit-down, slow-down, or other interference with or interruption of work during the term of this Agreement. If any member or group of members of the Union should violate this Section, the Union, through its proper officers, will promptly notify the City's Human Resources Director or designee, and such member or members of the Union, in writing, of its disapproval and will take steps to effect a resumption of work.

If the Union fulfills in good faith all of its obligations under this Section, the City agrees it will not sue the Union for any damages resulting from any violation of this Section.

Section 4. The City agrees to accept and abide by all the terms and conditions of this Agreement and agrees that during the term of this Agreement it will not lock out members of the Bargaining Unit.

Section 5. The City recognizes the right of the Union to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The Union agrees that there will be no interference with the free and unrestricted right of any City employee or persons seeking to do business with the City or otherwise legally gain access to City premises to enter and leave City property.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 6. The sick leave and vacation leave benefits provided by Article 40 and Article 39 shall not be available to any employee absent from work on any day during any period in which the City or any court or agency of competent jurisdiction has determined that there is reasonable cause to believe that a strike or other form of concerted failure to report to work was or is in progress, except as provided below in Section 7.

- A. The parties agree that the City Manager or designee shall have reasonable cause to believe that a strike is in progress upon the failure of thirty percent (30%) or more of the Bargaining Unit employees of the Police Department to report for work on any workday.
- B. Upon the commencement of proceedings before a court or agency of competent jurisdiction regarding such strike or other unlawful concerted activity, the processing of grievances, if any, concerning or in any way related to the City's exercise of the right to suspend sick leave or vacation leave benefits shall be stayed pending final resolution of the judicial or administrative proceeding.

Section 7. Any employee who sustains a Worker's Compensation injury or becomes ill prior to a strike shall be eligible for sick leave benefits provided the employee has presented an acceptable physician's statement to the City declaring the nature of such illness and supplemental weekly evaluations by that physician.

An employee who becomes ill during a strike may be granted sick leave benefits provided that the employee can conclusively demonstrate to the satisfaction of the City that the illness was legitimate.

ARTICLE 4 - NON-DISCRIMINATION

Section 1. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

Section 2. The City agrees it will not discriminate against, coerce, or intimidate any employee covered by this Agreement because of membership or non-membership in the FOP.

Section 3. The Union will not discriminate against employees covered by this Agreement as to membership or representation because of race, creed, color, sex, age, national origin, religion, or sexual orientation.

Section 4. The Union agrees that no officer, agent, representative, or member of the Union will coerce or intimidate any employee into joining the Union. The Union

recognizes that no employee is required to join the Union, but that every employee has the right to choose of his own free will as to whether or not he/she will or will not join the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to perform assigned duties or to enter or leave City property unmolested.

Section 5. The City agrees that it will not alter the economic benefits (e.g., salary, assignment pay, etc.), excluding take home vehicles or other incidental benefits attributable to the employee's assignment, with respect to any class or group of employees covered by this Agreement, unless the Union has been given prior notice and the opportunity to bargain regarding any proposed change. Nothing in this Section shall constitute a waiver of the Union's right to bargain over changes in terms and conditions of employment.

ARTICLE 5 - DUES DEDUCTION

Section 1. Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues. Such authorization becomes effective only upon receipt by the City of a fully-executed Dues Deduction Form (as authorized) from any employee.

Section 2. The Union will initially notify the City as to the amount of dues. Such notification to the City will be from an official of the Union. Changes in Union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of that change.

Section 3. Dues shall be deducted each pay period, and such monies shall be remitted to the Union Treasurer as it is now remitted, but no later than five (5) days thereafter.

Section 4. The Union agrees to defray the cost of such dues deduction by payment of ten dollars (\$10.00) each pay period, which shall be deducted from the dues deduction monies accumulated during each pay period. The Union further agrees to pay two cents (\$.02) for each change in individual dues deduction which may be required and which shall be deducted from any dues accumulated on the first reimbursement subsequent to the change.

Section 5. The effective date for deducting dues shall be the beginning of the pay period following the date the Dues Deduction Form is signed. The effective date for stopping of dues deduction shall be at the beginning of the pay period thirty (30) days following the date the form is signed.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 6. The Union will indemnify, defend, and hold harmless against any claims, suits, orders, or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this Article.

Section 7. The Union agrees that no employees will collect or attempt to collect dues or assessments at any time during working hours on the City's property.

Section 8. No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount to be deducted.

Section 9. The Authorization and Revocation Forms are as follows and shall be forwarded to the Human Resources Director or designee.

Authorization Form FOP Lodge Number 31

I hereby authorize FOP Lodge Number 31 to be my exclusive collective bargaining representative for all matters concerning wages, hours, and all other terms and conditions of employment. I further authorize the regular dues of the FOP to be deducted from my payroll check with the City of Fort Lauderdale.

Printed Name

Signature

Employee Number

Date

Revocation of Union Dues Deduction
To
Fort Lauderdale Police Lodge Number 31, FOP

Name (Print) _____
(Last) (First) (Middle Initial)

Department _____ Employee Number _____

I hereby request and instruct the City of Fort Lauderdale to stop deducting from my biweekly earnings the current regular dues of the Union.

(Date) (Employee Signature)

DISTRIBUTION:
White - Payroll
Yellow - Union
Pink - Employee

Section 10. Members of the FOP who are not within the Bargaining Unit may also participate in dues deduction by executing the following authorization:

I hereby authorize the regular dues of the FOP to be deducted from my payroll check with the City of Fort Lauderdale.

Employee Signature

Employee Number Date

Section 11. All persons currently on dues deduction shall continue without further authorization.

Section 12. The FOP shall pay the cost of printing the authorization form, and the City shall pay the cost of the revocation form.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

Section 1. The City and the Union agree to full and unequivocal cooperation with each other in eliminating all unlawful discrimination and to assure all personnel programs, policies, and assignments are free from unlawful discriminatory practices.

Section 2. The parties recognize that it is mutually beneficial to resolve any problem of alleged discrimination as amicably and expeditiously as possible and agree that each shall make a good faith effort to settle such dispute informally within the Department before any formal complaint is filed.

Section 3. There shall be no unlawful discrimination by the City in employment, employment opportunities or job actions on the basis of race, creed, color, religion, age, sex, national origin, legally recognized disability, sexual orientation, familial status or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No present employee will be unlawfully discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.

Section 3.1 Persons with known legally recognized disabilities will be given full consideration for employment and opportunities for advancement in all departments and divisions. The City will offer to such persons reasonable accommodation with respect to the essential functions of the job, provided the person is otherwise qualified to perform the job, and provided further such accommodation does not create undue hardship on City operations.

Section 4. In the case of an EEO complaint based on grounds stated in Section 3 of this Article, the employee may seek recourse exclusively under applicable statutory procedures, and the complaint will be processed in accordance with the current and applicable rules and regulations of the appropriate federal, state, or local agency.

Section 5. The Union agrees to fully support the principles of Equal Employment Opportunity. The Union shall be included in the negotiation of any future consent decrees which affect the Union and its members. The Union and the City agree to abide by any future court-approved consent decree to which both parties have consented.

Section 6. In the event the laws pertaining to affirmative action are changed by the Federal government or by United States Supreme Court decision, the City shall have the right to reopen negotiations for the limited purpose of negotiating an affirmative action provision while the remainder of this Agreement shall remain in full force and effect.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

If the City elects to reopen this Agreement on the single issue of affirmative action, it shall notify the Union of its desire, in writing, and the parties shall meet to negotiate within fifteen (15) days of such notice.

If the City reopens the Agreement on the issue of affirmative action and the parties are unable to reach agreement, the single issue will be resolved in accordance with the impasse provisions established in Section 447.403, Florida Statutes, as amended.

ARTICLE 7 - TIME POOL

Section 1. Twice each calendar year, during the months of January and July, a Bargaining Unit member may voluntarily donate no less than two (2) hours nor more than eight (8) hours of vacation time to a Time Pool to be used by City employees designated by FOP, for Union business and Union-related activities such as negotiation of Union contracts, grievance handling, attendance at conventions, seminars, conferences, symposia, and meetings.

Section 2. A representative of the Union desiring to attend such meetings of official Union business shall submit a notice at least five (5) working days prior to the date of such meeting to the employee's immediate supervisor (non-Bargaining Unit member) and to the Police Chief. With the approval of the Police Chief, the five-day notice may be waived.

Section 3. Donations of time shall be authorized by the employee so donating on an Authorization for Time Pool Deduction Form contained in this Section, one (1) copy of which shall go to the immediate supervisor (non-Bargaining Unit member), one (1) copy to the Union, and one (1) copy to the Director of Human Resources. Time drawn against the Time Pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against the above-mentioned Pool of time, shall be accurately kept by Human Resources and the Union.

Authorization for Time Pool Deduction
TO: Fort Lauderdale Police Lodge #31, FOP

Name (Print) _____
(Last) (First) (Middle Initial)

Department _____ Employee Number _____

I hereby request and authorize the City of Fort Lauderdale to deduct hours from my
Vacation Leave and transmit these hours to the Fort Lauderdale Police Lodge #31,
FOP, Time Pool.

(Date) (Employee Signature)

DISTRIBUTION:

White - Director of Human Resources

Yellow – Union

Pink - *Employee's Supervisor *(After review please route to department timekeeper)

FORM J-175 Rev 4/6/2010

Section 4. Valuation of hours credited to the Pool will be based on the rate of pay of each donor for hours credited in and on the rate of pay for each donee for hours charged out.

Section 5. A Union member shall be released from duty in accordance with the provisions of this Agreement only when the needs of the Police Department, as determined by the employee's immediate supervisor (non-Bargaining Unit member), have been met, but such release shall not be unreasonably denied. If the needs of the Police Department do not permit the release of the employee as requested, release of an alternative employee during the desired time may be requested.

Section 6. No individual employee shall be permitted to use more than two hundred (200) hours from the Time Pool in any calendar year, except that the President of the Union shall be permitted to use up to one thousand two hundred (1200) hours and the position of designated Chief Steward shall be permitted to use up to four hundred (400) hours each year, with the approval of the Police Chief, provided that the President and Chief Steward, at all times while using the Time Pool, will remain reasonably available by telephone or beeper for consultation with the management of the Police Department or any FOP member.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 7. A Union President that is also a current City employee in the bargaining unit, shall also be permitted to use up to four (4) hours of City paid time per day, not to exceed twenty (20) hours per week, for the purpose of conducting Union business, being available for the Police Department Administration and administering the FOP health insurance plan.

In the event the Union President is a retired bargaining unit member, the Union shall also be entitled to use up to one thousand two hundred (1200) time pool hours per calendar year which shall be deducted at the regular rate of pay at the time of retirement from the City.

ARTICLE 8 - FOP REPRESENTATION

Section 1. FOP representation during collective bargaining negotiations:

- A. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. At the first bargaining meeting, the FOP will furnish the Human Resources Director or designee with a written list of the FOP's bargaining team and designated substitutes, if any. The City agrees to furnish the FOP with a list of its bargaining team members at the first bargaining meeting and substitution changes thereto, if necessary.
- B. The employer shall recognize up to six (6) FOP representatives for the purpose of collective bargaining as authorized by the President of the FOP as reflected on the submission list referred to in Section 1 (A) of this Article.
- C. The Department will make every effort to release the recognized FOP representatives from work to participate in collective bargaining negotiation sessions as representatives of the FOP.
- D. The City agrees that representatives of FOP shall be allowed up to three hundred (300) hours time off per person during working hours without loss of pay for the purpose of negotiating an entire labor contract with the City of Fort Lauderdale. In any year in which a complete contract is not being negotiated, i.e. re-openers, the City agrees that representatives of FOP shall be allowed up to one hundred (100) hours time off per person during working hours without loss of pay for the purpose of negotiating with the City of Fort Lauderdale.

Section 2. FOP Stewards During Term of Contract:

- A. The names of all FOP Stewards shall be given in writing to the Human Resources Director or designee, as well as any change in such list, prior to the effective date of their assuming duties of representation, and won't become effective until notification in writing has been received.
- B. The employer shall recognize up to a maximum of fifteen (15) FOP Stewards as authorized by the President of the FOP or designee for the conduct of Labor Management relations between the employer or Police Department and the FOP for this Bargaining Unit as reflected on the submission list as referred to in Section 2(A) of this Article.
- C. Chief Steward - The Union may select a Chief Steward who may act in that capacity where provided in this Agreement. The Chief Steward shall be permitted to process grievances and other Union business at any work site when the Steward is absent. In the absence of the Chief Steward, the Union may select an Alternate Chief Steward, but such appointment will not become effective until the Human Resources Director or designee, receives written notice from the President of the Local of the appointment specifying the dates of such appointment. The Human Resources Director or designee, will then notify the immediate super-visor of the Alternate Chief Steward's status.
- D. Recognized FOP representatives who are employees of the Fort Lauderdale Police Department will be permitted to discuss FOP business with employees outside duty hours or during authorized meal or rest periods of each, provided that such discussions shall in no way interrupt, delay, or otherwise interfere with the effective and proper service to the community, and during such time as the employee(s) is either off duty or on non-duty status.
- E. Recognized FOP representatives, who are employees of the Fort Lauderdale Police Department, shall be allowed to communicate official FOP business to employees prior to on-duty roll call and after the employee has been checked off duty at the end of the employee's work shift.
- F. No Steward will be granted time off from his/her job for any reason except as provided in Article 42, Grievance Procedure, or elsewhere in this Agreement and unless the City is properly notified according to this Section.
- G. Under no circumstances may a Steward present a grievance except while being paid at a straight time rate. Stewards are subject to all City rules, regulations, and policies regarding the conduct of employees of the City.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- H. Recognized FOP representatives, who are not employees of the Fort Lauderdale Police Department, will be granted access to Department work areas by the Office of the Police Chief to carry out the functions which come within the scope of their responsibilities on matters relating to this Agreement. Requests for access will normally be made twenty-four (24) hours in advance. The twenty-four (24) hour advance notice requirements may be waived under certain conditions when either party desires to conduct Labor-Management business which requires expedited action. City work hours shall not be used by employees or FOP representatives for the conduct of Union-organized meetings or for the promotion of Union affairs.
- I. Except for emergencies affecting officer safety, copies of special orders, general orders, or training bulletins affecting employees covered by this Agreement shall be made available to the FOP ten (10) working days prior to being issued/implemented.
- J. Solicitation of any and all kinds by the FOP, including solicitation of membership and the collection of FOP monies, shall not be engaged in during working hours.

ARTICLE 9 - BULLETIN BOARD

Section 1. The Union shall be provided with partial use of suitable bulletin boards so designated by the Police Chief at each building where Bargaining Unit members are employed. The Union, if it so desires, may provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the above locations and with the approval of the Police Chief.

Section 2. The Union agrees that it shall use space on bulletin boards provided for in the above Section only for the following purposes.

- 2.1 Notice of Union Meetings,
- 2.2 Union Elections,
- 2.3 Reports of Union Committees,
- 2.4 Rulings or Policies of the Union,
- 2.5 Recreational and Social Affairs of the Union,
- 2.6 Notices by Public Bodies.

Copies of all materials, notices, or announcements shall be submitted to the Chief of Police or designee before they are posted.

Section 3. The Union or any member of the Bargaining Unit shall not post any notice or other document or material tending to directly or indirectly disparage the City of Fort

Lauderdale or any elected or appointed official or employee of the City. If the propriety of the materials becomes a problem, the parties agree to negotiate additional rules concerning the use of bulletin boards.

ARTICLE 10 - PERSONALLY ASSIGNED VEHICLE (PAVe) PROGRAM

Section 1 The Union recognizes that the City has the exclusive right to establish policy regarding the Personally Assigned Vehicle (PAVe) Program. The City agrees that upon ratification, it will make the below changes to the current PAVe policy (policy 306.2).

The City further agree that it will not make any further changes to the reimbursement charges other than outlined herein during the term of this agreement.

Section 2 The City will make the following changes to Part D (Procedures) of the current policy:

Section 1, subsection c - The City will strike the words "without cost reimbursement charges".

Section 1, subsection d - The City will add a new subsection d stating the following:

"Officers residing within the boundaries of the City of Fort Lauderdale will not be charged for reimbursement. Officers residing outside the City limits, but within the boundaries of Broward County will reimburse the City \$20.00 per pay period. Officers residing in Miami-Dade or Palm Beach counties within a 25 mile direct line radius from Police headquarters will reimburse the City \$60.00 per pay period. Officers residing in Miami-Dade or Palm Beach counties beyond the 25 mile radius will reimburse the City \$75.00 per pay period. These rates shall be effective the first full pay period after ratification of this agreement.

Officers who are not assigned a PAVe for a period of 2 weeks or longer for any reason will not be required to make applicable reimbursement."

Section 1, subsection e - The City will strike subsection e.

Section 1, subsection f - The City will strike subsection f.

Section 1, subsection g - The City will strike subsection g.

Section 1, subsection h - The City will strike subsection h.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 1, subsection I - The City will strike "any officer hired after August 1, 2012" and insert "probationary Officers".

Section 3 Effective the first full pay period after ratification of this agreement, bargaining unit members will no longer participate in the City's safe driver award program.

Section 4 The applicable PAVe eligibility forms shall be revised to reflect the changes referenced herein.

Section 5 Members who decline to participate in the take home vehicle provision of the PAVe program will not be required to pay reimbursement under the PAVe program.

ARTICLE 11 - INFORMATION REQUESTS

Section 1. The City agrees to furnish to the Union President or designee documents such as agendas, minutes, Civil Service Board agendas and minutes, Retirement Board agendas and minutes, and the City Manager's final budget message at the same time and under the same conditions as such documents are made available to the general public. Access to any other record shall be governed by Florida Statutes, Chapter 119.

Section 2. A written request by the Union for information not readily available within the City's Information Technology Services Department will be analyzed and a cost estimate for providing such information will be prepared. Before such information is compiled, the Union will be required to deposit the estimated cost of preparing such information with the City with any additional amount due to be paid, or overpaid amount to be refunded, at the time the requested information is delivered. The City reserves the right to decline to create such information if the providing of the information would substantially interfere with the normal operations of the Information Technology Services Department.

**ARTICLE 12 - RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER
INVESTIGATION**

Section 1. Whenever a law enforcement officer employed by the City of Fort Lauderdale Police Department is under investigation and subject to interrogation by members of this agency for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must be conducted under the following conditions:

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The interrogation shall take place in the Fort Lauderdale Police building or the Office of Internal Affairs.
- C. The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator at any one time.
- D. The law enforcement officer under investigation must be informed of the nature of the investigation prior to any interrogation, and he/she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings related to the incident under investigation must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer, including all recess periods, must be recorded on audiotape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated Officer, a copy of any recording of the interrogation session must be made available to the interrogated Officer no later than 72-hours, excluding holidays and weekends, following said interrogation.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- H. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his rights before commencing the interrogation.
- I. At the request of any law enforcement officer under investigation, he/she has the right to be represented by counsel or any other representative of his choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.
- J. An employee shall not be obligated to give a second general statement concerning the same facts elicited in an original statement. This will not preclude subsequent statements from being taken for the purpose of clarifying specific points or when additional information has come to light in the interim.
- K. No mechanical devices, including but not limited to a polygraph, psychological stress evaluation, etc., shall be forced on an employee, nor shall disciplinary action be taken against an employee who refuses to submit to such testing.
- L. A law enforcement officer who is the subject of a formal written complaint may review the complaint and all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

Section 2. All complaints against an employee shall be concluded by either a finding that the complaint against the employee is sustained or not sustained, unfounded or exonerated.

Section 3. Notice of Disciplinary Action - No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any law enforcement officer unless such law enforcement officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

Section 4. Retaliation for Exercising Rights - No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment or otherwise discriminated against in regard to his/her employment or be threatened with any such treatment by reason of his/her exercise of the rights granted in this part.

Section 5. Nothing in this Article, including, but not limited to, the omission herein of the recitation of any statutory rights set forth in Chapter 112, Part VI, Sections 112.31-

112.35, Florida Statutes “Law Enforcement and Correctional Officers,” is intended to be and/or shall constitute a waiver and/or relinquishment of any of the aforementioned statutory rights.

ARTICLE 13 - LEGAL BENEFIT

Section 1. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Office of the City Attorney, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege 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

Section 2. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the Office of the City Attorney, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the complainant in the suit alleges that the employee was acting within the scope of his employment, even if the Complainant also alleges in the alternative 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. However, in those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose, or actions exhibiting wanton and willful disregard of human rights, safety or property, the employee shall be notified that he/she must provide his/her own defense at his/her own expense, and the City shall not be required to either continue or undertake the defense of the employee.

Section 3. In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 768.28(5), Florida Statutes, as amended.

Section 4. At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his/her own expense, may, with the permission of the City, hire counsel of his/her choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 3 of this Article.

¹ 768.28, Florida Statutes

Section 5. The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee.

ARTICLE 14 - MANAGEMENT RIGHTS

Section 1. The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified by other articles of this Agreement. The rights of the City, through its management officials, shall include but not be limited to the following:

- A. To determine the organization of the City Government.
- B. To determine the purpose of each of its constituent departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for service to be offered the public.
- E. To manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or workweek, assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City.
- G. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause involving deficiencies in performance and/or deficiencies in conduct.
- H. To increase, reduce, change, modify, or alter the composition of the work force, including the right to relieve employees from duties because of a lack of work or lack of funds.
- I. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted.
- J. To determine the number of employees to be employed by the City.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof, or project.
- L. To establish, change, or modify duties, tasks and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological change, or operating requirements.
- M. To establish and revise or discontinue policies, practices, programs, or procedures, provided that the exercise of such right does not have the practical effect of violating specific terms of this Agreement.

Section 2. The City has the authority and obligation to determine the purpose and mission of the City and the amount of budget to be adopted by the City Commission.

Section 3. If, at the sole discretion of the City, it is determined that a civil emergency condition exists including but not limited to labor disputes, strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates, insurance and pension benefits shall not be suspended.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1. Employees may be disciplined only for cause involving deficiencies in performance and/or deficiencies in conduct. When disciplinary action is taken, the affected employees shall be informed in writing either prior to or at the time the action is taken of (1) the reason for the discipline; (2) the penalty assessed; and (3) the effective date of the penalty.

1. Written Reprimand
2. Suspension/Forfeiture of Time
3. Demotion
4. Discharge

Section 2. An employee corrective interview may be used to memorialize deficiencies in performance or conduct, but the issuance of such forms shall in no event be considered disciplinary action for purposes of this Agreement.

Section 3. Restrictions on PAVE, or other vehicle assignment and off-duty details privileges may be appealed to the Police Chief or designee within ten (10) working days of the restriction. There shall be no further appeal. Involuntary transfers may be appealed to the Police Chief or designee within ten (10) working days of the transfer. There shall be no further appeal.

Section 4. An employee corrective interview may be appealed orally or in writing only two (2) levels in the chain of command above the issuing authority. There shall be no further appeal. A letter of reprimand may be appealed orally or in writing through the chain of command. Each level in the chain of command shall have the power to rescind a letter of reprimand. The Police Chief shall be the final appeal for all letters of reprimand.

Section 5. An appeal of a suspension, demotion, or dismissal shall be processed as set forth in the Grievance Procedure in this Agreement.

ARTICLE 16 - SUBCONTRACTING

Section 1. The City shall retain all rights to determine whether and/or to what extent any work shall be performed by employees, contractors, or subcontractors.

Section 2. When the City determines that it is in its best interest to enter into a contract with an outside service agency to perform services presently being performed by City of Fort Lauderdale employees, and, as a result thereof, members of the Bargaining Unit will be laid off, the City agrees that it will notify FOP when bids or

proposals are requested and will, within ten (10) days thereafter, meet and discuss with representatives of FOP the effect of such contract upon members of the Bargaining Unit. If after such meeting, the Union is not satisfied with the anticipated effect on its members, it may within ten (10) calendar days request a public hearing at which the issues can be presented to the City Commission for final and binding resolution. The City agrees that it will hold such public hearing within fourteen (14) calendar days from the date of request.

Section 3. If the City enters into such contract and, as a result thereof, an employee will be laid off, the City agrees such employee shall be entitled to first consideration by the contractor for any available work.

Section 4. In the event the employee is not employed by the contractor, the Layoff Procedure contained within this Agreement shall apply.

ARTICLE 17 - RATES OF PAY

Section 1. Upon completion of twelve (12) months of continuous service, an employee in Step A of Pay Range P3 will be assigned to Step A of Pay Range P1. The pay rate of an employee in a pay step other than Step A of Pay Range P3 will be increased two (2) pay steps based upon an overall performance rating of satisfactory, above satisfactory, or outstanding, in accordance with Pay Steps A through K upon recommendation of the Police Chief and with approval of the City Manager. An employee whose overall performance rating is marginal or unsatisfactory shall receive no merit increase at that time but shall be rated again within ninety (90) days from the date of the marginal or unsatisfactory rating, provided the employee has not been discharged. If an employee receives an overall performance rating of satisfactory or higher on the reevaluation, the employee shall be eligible to begin receiving the scheduled pay increase retroactive to the original date of eligibility for a salary change. While increases within the appropriate pay range for unusual or meritorious service may be granted without regard to limitation of time, progression from one step to a higher step shall normally be considered at twelve (12) month intervals. An employee's eligibility date for future increases in pay step shall be unaffected by this process.

Section 1.1 Employees hired on or after April 1, 2014 shall be assigned to Step (a) of the appropriate pay range. Upon completion of twelve (12) months of continuous service, an employee in Step (a) of Pay Range P3 will be assigned to Step (a) of Pay Range P1. In each contract year, the pay rate of an employee will be increased one (1) pay step based upon an overall performance rating of satisfactory, above satisfactory, or outstanding, in accordance with Pay Steps (b) through L upon recommendation of the Police Chief and with approval of the City Manager. An employee whose overall performance rating is marginal or unsatisfactory shall receive no merit increase at that

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

time but shall be rated again within ninety (90) days from the date of the marginal or unsatisfactory rating, provided the employee has not been discharged. If an employee receives an overall performance rating of satisfactory or higher on the reevaluation, the employee shall be eligible to begin receiving the scheduled pay increase retroactive to the original date eligibility for a salary change. While increases within the appropriate pay range for the unusual or meritorious service may be granted without regard to limitation of time, progression from one step to a higher step shall normally be considered at twelve (12) month intervals. An employee's eligibility date for future increases in pay steps shall be unaffected by this process

Section 1.2 Except for employees on approved military leave or leave due to an on the job injury, employees on an unpaid status, who are not actually working, shall not be eligible for step or merit increases if their time out of work covers and entire evaluation rating period, unless otherwise required by an arbitrator in an grievance proceeding.

Section 2. Upon promotion, an employee's pay rate shall be adjusted effective on the date of the promotion to the lowest step in the new pay range which will provide at least a five percent (5%) increase in pay. The effective date of the promotion shall become the employee's new anniversary date for merit increase consideration.

Section 3. Any future wage adjustment shall become effective at the beginning of the pay period immediately following the date of the wage adjustment.

Section 4. When computing all pay rates or other forms of compensation, the rate shall be rounded to the nearest whole cent. Amounts .5 cent (\$.005) or above shall be rounded upward to the next whole cent; amounts .49 cent (\$.0049) and below shall be rounded downward to the next whole cent.

In computing any pay rate adjustment, said adjustment will be made first on the hourly rate, if applicable. The adjusted hourly rate will then be used to establish a biweekly, monthly, and annual rate.

Section 5. Employees hired as non-certified Police Officers shall be assigned to pay range, P3, Step (a), as reflected in Schedule III, Pay Range Amounts for Police Employees. Step (a) of Pay Range P3 shall be approximately five percent (5%) less than Step (a) of Pay Range P1.

Notwithstanding the above, nothing shall limit the City's sole and exclusive right to hire a certified Police Officer in any pay step within Pay Range P1.

Section 6. Shift Differential

Section 6.1 Employees shall be considered working the Midnight Shift when a majority of the regularly scheduled work hours occur between 10:40 p.m. and 7:40 a.m.

Section 6.2 Employees shall be considered working the Evening Shift when a majority of the regularly scheduled work hours occur between 2:40 p.m. and 11:40 p.m.

Section 7. Employees regularly assigned to Midnight or Evening Shift shall be compensated as follows:

Midnight Shift	Evening Shift
\$50.00 Biweekly	\$25.00 Biweekly

Section 8. An employee is eligible for Shift Differential only for those pay periods in which the employee has worked a majority of the hours in the pay period.

Section 9. Effective the first full pay period beginning in October 2016, wage rates shall be increased by an amount equal to the Consumer Price Index for All Urban Consumer (CPI-U) for the South Urban Region for all items, not seasonally adjusted, as provided by the U.S. Bureau of Labor Statistics, for the 2015 year end average as compared to the 2014 year end average. However, the general wage increase shall not be less than ½% or exceed 3.75%.

ARTICLE 18 - TEMPORARY ASSIGNMENT

Section 1. The City, may at its discretion, assign a member of the Bargaining Unit other than an FTO to serve as a temporary replacement for an absent supervisor, if such assignment continues for a minimum of forty (40) consecutive work hours, the employee shall be paid five percent (5%) above the employee's current straight time rate for all work performed in the temporary position.

Section 2. Employees assigned TDY shall have the right to exercise the appropriate shift, days off, etc., picks for their regular unit, with said picks to be applicable upon return from the TDY assignment.

ARTICLE 19 - ASSIGNMENT PAY

Section 1. A Police Officer (Job Specification Number 614) assigned to duty as a Field Training Officer shall be entitled to seventy-four dollars (\$74.00) each biweekly pay period in addition to the basic salary. Any current or former full time Field Training Officer (FTO) will receive 1/4 point for each continuous year worked in Job Specification Number 614 up to a maximum of two (2) years for promotion to Police Sergeant. Duty as a Field Training Officer must have been obtained/served no later than the closing date of the promotional announcement.

ARTICLE 20 - LONGEVITY PAY

Section 1. Each regular full-time employee who has served as such continuously for five (5) or more full years shall receive an annual longevity payment on or before December 1 of each calendar year in accordance with the following schedule:

<u>Total Continuous Service</u>	<u>Annual Longevity Payment</u>
5 through 9 years	2.5% of annual salary
10 through 14 years	5% of annual salary
15 through 19 years	7.5% of annual salary
20 through 24 years	10% of annual salary
25 or more years	12.5% of annual salary

("Annual Salary", as used in this Article, shall mean the employee's base salary, excluding any benefit payment or extra compensation received.)

Continuous full-time service shall be computed through October 31 of the year in which payment is made.

Section 2. Employees hired on or after February 1, 1990, shall be eligible for longevity pay in accordance with Section 1, except that the annual longevity payment shall not exceed ten percent (10%) of annual salary.

Section 3. Each regular full-time employee hired after February 18, 1993, and has served as such continuously for five (5) or more full years, shall receive an annual longevity payment on or before December 1 of each calendar year in accordance with the following schedule:

<u>Total Continuous Service</u>	<u>Annual Longevity Payment</u>
5 through 9 years	\$1,095.00
10 through 14 years	\$1,645.00
15 through 19 years	\$2,195.00
20 through 24 years	\$2,745.00
25 or more years	\$3,295.00

Section 4. Employees hired on or after October 1, 2004, shall not be eligible for a longevity payment.

ARTICLE 21 - INJURY PAY (I-TIME) AND LIGHT DUTY ASSIGNMENTS

Section 1. An employee who sustains an on-the-job injury requiring medical attention and, in the opinion of the attending physician, is unable to return to complete the workday shall be paid for eight (8) hours for the day on which the injury occurs.

Section 2. If, in the judgment of the City's authorized physician(s) or practice(s), an employee is unable to perform the assigned duties of his or her regular assignment due to an on-the-job injury, the injured employee may be assigned to work in a vacant position in the Police Department which the employee is able to perform. If no such vacant position is available, the City will provide the injured employee with regular pay for the first thirty (30) calendar days following the day of the injury.

Section 3. Following the first thirty (30) calendar days after the injury, the injured employee shall receive the appropriate Workers Compensation and, at the option of the employee, may utilize accrued sick and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary.

Section 4. Commencing on the ninety-first (91st) calendar day following the day of injury, the injured employee shall receive disability compensation in accordance with Chapter 20, Article IV, Division 3 of the Code of Ordinances of the City of Fort Lauderdale, which amount may be supplemented, at the employee's option, by utilizing accrued sick and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary.

Section 5. The employee will be eligible to request the reinstatement of accrued sick and/or vacation leave, as provided in this Article, after returning to work and completing twenty (20) workdays.

The Director of Human Resources shall have the authority to approve the reinstatement of accrued sick and/or vacation leave utilized by an injured employee in accordance with the foregoing provisions, such reinstatement to be limited to a maximum of the sick and/or vacation leave utilized during the first thirty (30) working days following the thirty (30) I-days. In the event the injured employee seeks the reinstatement of accrued sick and/or vacation leave utilized during the working days which follow the thirty (30) working days described above, the approval of the City Manager shall also be required. When an employee is injured because of the negligence of the City, it is agreed that the City will reinstate the sick and/or vacation leave utilized by the injured employee. No reinstatement shall be approved if the injury sustained by the employee occurred through, or as a result of, negligence or willful misconduct of the employee.

Section 6. If, in the judgment of the City's authorized physician(s) or practice(s), an employee is unable to perform the assigned duties of his or her regular assignment due to a non-service incurred disability, the disabled employee may be assigned to work in a

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

vacant position in the Police Department, which the employee is able to perform. Under no circumstances will the City be required to place any such employee in a light duty assignment.

Section 7. Provided the employee still has accrued vacation time available, nothing in this Article shall prevent an employee returning to work from an on-the-job injury from exercising his/her prior scheduled and approved vacation.

Section 8. It is the responsibility of all employees to comply with all City rules and procedures regarding reporting on-duty injuries and to cooperate fully with medical and rehabilitation personnel. It is also the responsibility of all employees to report any injury or medical condition which may prevent them from safely performing all duties of their regular assignments to their supervisors upon becoming aware of any such condition.

Section 9. An employee who manifests a mental injury arising out of employment unaccompanied by a physical injury will be provided benefits in accordance with the Policy and Standards Manual (PSM) Chapter 6.35.1, Service Incurred Mental Injury Pay, issued January 13, 2010.

ARTICLE 22 - CALL-BACK PAY

Section 1. An employee who is called to return to work after completing his/her scheduled shift and has left the work place of the City, shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours.

Section 2. An employee called back to work who is on an authorized leave shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours. Such employee shall not be charged leave for any such hours worked.

Section 3. The three (3) hours minimum call-in pay provision shall not apply in those instances wherein the overtime commences one and one-half (1-1/2) or fewer hours prior to and runs continuously into the employee's regular shift; or the employee is called back to work to rectify his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

ARTICLE 23 - STANDBY PAY

Section 1. On any duty or non-duty day, an employee who has been instructed to remain on standby shall be paid one-half (1/2) the straight time hourly rate for each hour on standby up to a maximum of eight (8) hours of standby duty in any one (1) day. A minimum payment of one (1) hour at straight time shall be paid for all standby assignments. On a non-duty day on which an employee is required to stand by for eight (8) hours, the employee shall receive four (4) hours plus one (1) additional hour at straight time.

Section 2. A "duty day" shall be defined as any day during which all or a majority of an eight (8) or ten (10) hour shift is worked between the hours of 12:01 a.m. and 12:00 midnight of any given day.

Section 3. A "non-duty day" shall be defined as any scheduled day off during a calendar week.

Section 4. When an employee is summoned to return to work during the specified standby hours, standby pay shall not be paid. Overtime pay at one and one-half (1-1/2) times the straight time rate shall be paid for such hours worked outside of normal working hours. However, the employee shall not receive less than three (3) hours overtime pay.

If an employee is required to stand by for a morning and afternoon assignment, the standby rate shall be paid from the beginning of the morning assignment until the end of the afternoon assignment.

Section 5. If an employee on standby status cannot be reached or fails to report to work as directed, standby pay shall not be paid, and the employee shall be subject to appropriate disciplinary action.

ARTICLE 24 - COURT APPEARANCES

Section 1. Any employee who is required to appear as a witness as a result of employment with the City shall be entitled to the following:

- A. regular pay if called to testify during regularly scheduled work hours;
- B. one and one-half (1-1/2) times the employee's rate of pay if called to testify outside the employee's regular hours of work;

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- C. in such cases, the employee will be permitted to keep any witness fee received;
- D. a minimum of two (2) hours at one and one-half (1-1/2) times the regular rate. The two (2) hour minimum provision shall not apply in those instances wherein the employee is required to appear in court because he/she had earlier failed to appear as directed by the court and the employee shall be compensated at the appropriate rate for the hours actually worked.

Section 2.

- A. A regular employee subpoenaed to appear as a witness in a case not involving the City and not directly related to the employee's personal affairs, (such as performing a civic duty as a witness to a crime or an accident) will be allowed City time off with pay for this purpose.
- B. In such cases, the employee will keep the witness fee received and a COPY of the check or cash payment will be submitted to the City Treasurer for deduction from the employee's regular pay. Travel expenses received for such cases are not subject to deduction.
- C. The obligations of this Section shall not apply to an employee testifying in any labor relations matters, arbitration, unfair labor practice or arbitration proceedings or testifying in any proceeding on behalf of the Union except as provided in Article 42, Grievance Procedure.

Section 3. Time off to respond to a subpoena to appear as a witness in a case related to an employee's personal affairs will be at the employee's own expense (vacation or unpaid leave). Such leave shall not be denied.

Section 4. An employee who has been instructed to remain available for court appearance on standby shall be paid as provided in Article 23, Standby Pay.

ARTICLE 25 - BEREAVEMENT LEAVE

Section 1. Time Off Provision - When there is a death in an employee's immediate family, that employee shall be granted a Bereavement Leave of a maximum of forty (40) hours in order to attend the funeral. Bereavement Leave will not be charged against sick leave, vacation, or holiday time. If the employee needs additional time off due to the death of the immediate family member, the employee may request such additional time off, using accrued vacation leave. Approval of such request for time off shall be at the sole and exclusive discretion of the Police Chief or designee.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 2. The employee's immediate family is defined as the employee's spouse, domestic partner, children, mother, father, sister, brother, grandparents, and parents-in-law.

The terms "parents", "mother" and "father" means biological or adoptive parents of the employee and domestic partner or any individual who stood in place of a parent, charged factitiously with a parent's rights, duties, and responsibilities.

The term "children" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent's rights, duties and responsibilities.

The term "spouse" means a husband or wife; the term "domestic partner" means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City's Risk Management Division attesting to satisfaction of the eligibility requirements.

Section 3. The City reserves the right to require documentation supporting Bereavement Leave after the employee returns to work.

ARTICLE 26 - MILITARY LEAVE

Section 1.0 Employees covered by this Agreement who are commissioned reserve and reserve enlisted personnel in the United States Military, Naval Service, Coast Guard, or members of the Florida State National Guard shall be entitled to leave of absence without loss of pay in accordance with the provisions of Florida Statutes, Section 115.07. When the bargaining unit member is ordered to active duty beyond two hundred and forty (240) working hours in any one (1) calendar year, the City agrees to pay such leave up to a maximum of ten (10) additional workdays.

Section 1.1 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such an order or statement must accompany the formal request for Military Leave which should be made as soon as possible but at least two (2) weeks prior to the date such leave is desired.

ARTICLE 27 - JURY DUTY

Section 1. A permanent full time employee shall be granted time off at straight time pay for reporting to required jury duty upon presentation to the employee's supervisor of satisfactory evidence that such jury duty is required and provided the time required for jury duty is the employee's normal workday or work shift. In order to be eligible, the employee must report at least seven (7) calendar days prior to the date of jury duty to the immediate supervisor on the prescribed leave form with the summons attached of the need to be absent because of a jury duty requirement.

Section 2. Any compensation received by an employee for jury duty shall be retained by the employee; however, a pro rata amount of the jury duty pay received by the employee shall be deducted from the employee's regular pay based upon that portion of the regularly scheduled workday missed by the employee. There shall be no deduction for mileage pay nor for the one (1) hour reporting period provided in Section 3. An employee seeking jury duty leave must substantiate any compensation received for serving on jury duty by submitting a copy of the check(s) received or a copy of the receipt(s) for any cash received.

Section 3. If an employee is released from jury duty within one (1) hour from the time required to report for such jury duty, the employee shall be required to report for duty on that date.

ARTICLE 28 - VACANT

ARTICLE 29 - COMMENDATION PAID LEAVE

Section 1. Each Officer of the Month who is selected by the Awards Committee, as currently constituted, shall receive a fifty-dollar (\$50.00) gift certificate. The Officer of the Year, who shall be selected by the Awards Committee from among those who have been named Officer of the Month, shall receive one (1) day off with pay.

ARTICLE 30 - BASIC WORKWEEK AND OVERTIME

Section 1. The basic workweek for all employees covered by this Agreement shall consist of forty (40) hours, starting at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday, unless otherwise specified or scheduled by management to meet particular

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

requirements of the Department. Time spent in roll call or briefing for employees required to attend will be considered as time worked.

Section 2. All authorized and approved work performed in excess of forty (40) hours in any one (1) workweek shall be considered as overtime and shall be paid (unless the employee is granted compensatory time off) at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Compensatory time is time earned at one and one-half (1-1/2) times the overtime hours worked by an employee. The choice of compensatory time off or overtime pay shall be at the employee's option unless that compensatory time off would interfere with the operational needs of the Department involved or there are insufficient funds to pay overtime. Accrued, unused compensatory time off may not exceed eighty (80) hours, except when in the best interest of the City and when approved by the Police Chief. Accrued compensatory time must be used within nine (9) months of the accrual date or shall be paid at the applicable overtime rate of pay. Once the eighty (80) hours compensatory time maximum accrual has been reached, employees required to work in excess of forty (40) hours in a designated workweek shall be paid overtime at the time and one-half rate.

Section 2.1 In accordance with Section 7(K) of the Fair Labor Standards Act, the normal work week for employees who are assigned to a police dog shall consist of a forty-three (43) hour workweek in a seven (7) day period accomplished by a forty (40) hour work schedule and three (3) additional hours each week for the performance of all canine related responsibilities outside of the established work schedule. The forty-three (43) hours shall be compensated as straight time hours.

All authorized and approved work performed in excess of forty-three (43) hours in any seven (7) day workweek shall be considered overtime and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Paid leave shall be used on the basis of actual leave from work. For example, a Canine Unit officer who takes one (1) week vacation but continues to care for his or her police dog shall use forty (40) hours paid leave. In such cases, the officer shall receive forty-three (43) straight time hours of pay.

Section 3. Paid sick leave and any paid leave of absence other than leaves imposed by Department policy, shall not be considered as hours worked, for the purposes of overtime computation. Holidays and vacation leave shall be considered as time worked.

Section 4. Employees may be required to work overtime as scheduled. Overtime will be distributed equitably among employees in their particular job classification, in their organizational units, as far as the character of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of Departmental management to distribute

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

overtime fairly and equitably over an extended period of time. Departmental management will maintain overtime records and will make such information available to a Steward upon request.

Section 5. No employee within a unit assigned standard work hours shall have his/her hours of work or days of work changed within his/her area of assignments as a punitive measure or specifically for the purpose of avoiding the payment of overtime.

Section 6. Pyramiding of Rates – In no event shall the overtime or premium pay provided under this Agreement be pyramided. Thus, if two (2) or more overtime or premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other pay provisions.

ARTICLE 31 – HOLIDAYS

Section 1. Holidays – Each calendar year, Bargaining Unit members shall be eligible, in the manner provided below, for a maximum of seventy-two (72) hours of holiday leave which shall be composed of:

New Years Day (January 1)
Martin Luther King’s Birthday (Third Monday in January)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day Following Thanksgiving
Christmas Day (December 25)
Holidays declared by the City Manager

A. **Fixed Date Holidays:**

The above fixed date holidays shall be added to the annual leave of each employee in the Bargaining Unit at the rate of eight (8) hours for each holiday in the month the holiday occurs. To be eligible for such accrual, an employee must have worked or have been on paid leave on the employee’s regularly scheduled workdays before and after the holiday.

The City may, at its sole discretion, release non-essential personnel scheduled to work on a fixed date holiday. Such employees shall submit a leave form for the scheduled work hours off with pay and be considered on holiday leave. Such employees who are scheduled to work on a holiday who are released without at

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

least fourteen (14) calendar days' notice will have the day off with pay and will not be required to submit a leave form.

B. Personal Leave Holidays

The City converted to an hourly accrual program and the three (3) personal days holidays have been converted to vacation leave and reflected in the Vacation Leave Accrual Tables contained in Article 39.

Section 2. An employee who is scheduled to work on a holiday shall receive one and one-half (1-1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 3. Holiday Scheduling – Fixed date holidays shall be observed on the recognized dates in Section 1 of this Article.

Section 4. Floating Holiday – Each regularly employed full-time employee shall earn a “Floating Holiday” for any calendar year in which no sick leave was used. The “Floating Holiday” shall consist of eight (8) hours added to the vacation leave of such employee. Probationary employees shall also be eligible provided they have worked full-time for the entire calendar year and have successfully completed probation prior to the end of the calendar year. The eight (8) hours additional vacation leave shall accrue on January 1, immediately following the calendar year of unused sick leave. The additional vacation leave may be used at a time approved by the Police Chief. The “Floating Holiday” is to be used during the calendar year in which it is posted or it is forfeited by the employee. Such leave time may not be converted to a cash payment.

Additionally, the City Manager may declare “City Manager Holidays”. An employee who works on these holidays will have 8 hours added to their floating holiday bank, which must be used within 12 months of accruing such time.

ARTICLE 32 – SENIORITY

Section 1. Seniority-Definition – Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority standing shall be based on the employee’s full-time employment in a permanent position within the City, Department, or classification.

Continuous service, as used in this Article, shall mean uninterrupted service except for authorized leaves of absence or separation due to lay off; however, periods of unpaid leave shall not be counted as time served for computing continuous service. (Example:

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

employee hired January 1 goes on unpaid leave for one (1) month beginning April 1. All other periods of leave are with pay. The employee will have completed twelve (12) months of continuous service as of February 1 of the following year.)

Section 2. City Seniority – Each employee will have seniority standing in the City equal to the employee's total continuous full-time service held in a permanent position with the City of Fort Lauderdale dating from the employee's most recent date of such employment.

Section 3. Classification Seniority – Each employee will have seniority standing within the employee's current classification equal to the employee's total continuous service held in a permanent position dating from the employee's most recent date of permanent employment in that classification.

Section 4. Departmental Seniority – Each employee will have seniority standing equal to the employee's total continuous full-time service with the City of Fort Lauderdale Police Department dating back to the employee's most recent date of permanent employment as a Police Officer.

Section 5. Probation – If a new employee is hired as a non-certified police officer, the employee's probationary period will be a period of twelve (12) months of continuous service following graduation from the Police Academy, during which time the City will have the right to dismiss or retain the employee at its sole non-arbitrable discretion. Upon expiration of the probationary period, the employee shall be deemed a regular employee whose seniority shall date back to his/her date of hire in the permanent position.

If an employee is hired as a certified police officer, the employee's probation period will be a period of twelve (12) months of continuous service, from the employee's date of hire.

Upon mutual agreement by the parties, and written approval by the City Manager, an employee's probation period may be extended.

Section 6. A promoted employee, including those promoted outside of the Bargaining Unit, shall be considered to be on probation for a period of six (6) months of continuous service, during which time the City, at its sole discretion, shall have the right to return the employee to the classification previously held. If there is no such vacancy in that classification, the demoted employee shall displace the employee with the least classification seniority within the classification previously held. The rights of such displaced employee shall be in accordance with the layoff procedure.

Section 7. Loss of Seniority – An employee's seniority and employment shall terminate when an employee:

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- 7.1 voluntarily resigns;
- 7.2 retires;
- 7.3 is discharged;
- 7.4 is absent for three (3) consecutive working days without authorized leave;
- 7.5 has not worked for the City two (2) years after layoff;
- 7.6 fails to return from authorized leave of absence;
- 7.7 fails to return within fifteen (15) calendar days after the date designated;
- 7.8 has not worked for the City for a period of two (2) years due to non-service disability.

Section 8. The City may terminate an employee's seniority and employment when the employee has not worked for the City for a period of two (2) years due to a service incurred injury and has reached MMI without medical clearance to return to full duty.

Section 9. Adjustment of Seniority – Seniority shall continue to accumulate during periods of paid leave of absence or in the case of "on-the-job" injury during the period the employee receives Worker's Compensation benefits but in no event more than two (2) years. The seniority of an employee who is laid off or is on leave of absence without pay for more than fifteen (15) working days shall not accumulate during the period of such absence.

Section 10. In the event a management employee in the sworn police service is laid-off, demoted or does not successfully complete his/her probationary period in the promoted classification, the employee shall have the right to return to the last permanently held classification based upon his/her seniority standing. In the event that such a roll-back causes the bumping of a less senior employee in the lower rank, that employee shall be processed in accordance with the layoff provision of Article 33, "Layoff and Recall".

Section 11. Whenever seniority is used for determining comparative status between two (2) or more employees, and a tie exists, the status shall be determined by the final Civil Service score as reflected in the City's eligible register for entry level Police Officer. In the event of a tie in such scores, status shall be determined by "lot".

ARTICLE 33 – LAYOFF AND RECALL

Section 1. Definition – A layoff is a reduction in the number of employees within the Department due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employee. The City will lay off employees as herein provided.

Section 2. Order of Layoff – Once the City has determined that selected positions shall be eliminated, the City will lay off employees in reverse order of their classification

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

seniority as defined in Article 32, Seniority. If a Sergeant's position is eliminated, that Sergeant shall retain classification seniority as a Police Officer based upon departmental seniority.

Section 3. If at the time of layoff the City has junior officers assigned to limited term, special undercover assignments, up to two (2) such junior officers shall be retained until the City terminates such special assignments. The junior officers retained shall be counted in the number of layoffs and shall actually be laid off upon termination of their assignments.

Section 4. Vacant Bargaining Unit positions shall be eliminated and probationary employees shall be laid off prior to any regular employee. Furthermore, if any Bargaining Unit member is on layoff, no reserves shall be retained to perform Bargaining Unit work.

Section 5. In the event two (2) or more employees have the same length of Classification seniority, departmental seniority shall prevail. Should departmental seniority also be equal, the determination shall be made under the provisions of Article 32, Seniority, Section 11 of this Agreement.

Section 6. An employee who is entitled on the basis of length of service to remain at work but who is unable to perform the work available because of physical or mental disability shall be given fourteen (14) calendar days' notice after which the employee shall be placed on temporary layoff until the employee is physically or mentally able to return to work. At such time that employee shall replace the employee with the least classification seniority then working. A copy of such notice shall be forwarded to the Union.

Section 7. An employee shall be recalled in reverse order of classification seniority provided that the employee is, at the time recalled, able to perform the work available in the classification to which recalled.

If the employee is unable to return to work when recalled because of non-service connected physical or mental disability but subsequently recovers prior to two (2) years following the day of layoff, at that time the employee shall be entitled to replace the employee with the least classification seniority then working. If such employee is not recalled within two (2) years following the day of layoff, the recall rights shall be terminated.

If the employee is unable to return to work when recalled because of service connected physical or mental disability, the employee shall retain all rights provided under the City's Pension Plan or under the law.

Section 8. An employee who is recalled to work and who fails to return within fifteen (15) calendar days after the date designated, except as provided in Section 7 above, shall be considered to have resigned voluntarily.

ARTICLE 34 – LEAVE WITHOUT PAY

Section 1.0 An employee may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness, disability, or other good and sufficient reason which is considered to be in the best interest of the City. Such leave shall require the prior approval of the Police Chief. No more than six (6) employees shall be on such leave at any time.

Section 1.1 No employee shall engage in any employment for pay or profit during such leave except as provided in Section 1.2. Any leave of absence without pay may subsequently be withdrawn and the employee recalled to work should the conditions under which the leave was granted no longer exist or have been violated.

Section 1.2 An employee with five (5) or more years of service may be granted a leave of absence without pay with the prior approval of the Police Chief for these personal reasons.

- (1) Health
- (2) Education (including paid internship)
- (3) Assistance to family due to health or other reasons acceptable to the Police Chief

ARTICLE 35 – MATERNITY LEAVE

Section 1.0 A pregnant employee will be permitted to work during the full term of her pregnancy provided she remains fit for duty for an assignment within the Police Department but may be required by the City to undergo a medical examination in accordance with the provisions of Section 1.2 of this Article.

Section 1.1 A pregnant employee may be required by the Police Chief with the approval of the Director of Human Resources, to undergo one (1) or more medical examinations to determine her physical fitness to continue to perform the work in which employed where there is a reasonable basis to question the employee's fitness for duty. Such medical examinations shall be paid for by the employer.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 1.2 Determination of physical fitness will be by a physician or physicians designated by the Director of Human Resources.

Section 2. Accrued sick leave will be authorized by reason of pregnancy or complications arising out of pregnancy.

Section 3.1 Maternity leave shall only be authorized for periods when the employee is unable to perform her regularly assigned duties due to pregnancy disability or medical complications arising out of pregnancy in accordance with Article 34. Such leave shall require prior approval of the Police Chief.

Section 3.2 When submitting a request for maternity leave, the employee shall designate the number of paid hours (sick, vacation, and/or compensatory leave) she wishes to bank for future use. With the exception of banked paid leave, the employee must utilize all paid leave before going on unpaid maternity leave. Once the employee goes on approved unpaid leave, the banked paid leave shall not be utilized until the employee's return to work. Nothing in this Section shall limit the Police Chief's sole discretion to permit the disabled employee to utilize her banked paid leave for an unforeseen medical circumstance or emergency.

Section 3.3 An employee returning to work after sick leave or maternity leave without pay by reason of pregnancy or condition arising out of pregnancy shall maintain seniority or other benefits as provided in the Agreement.

Section 4. Disabilities caused or contributed to by pregnancy will be treated in the same manner as other temporary disabilities as provided for in this Agreement. Sick leave and leave without pay shall be granted on the same basis as for other disabilities. The starting date of such leave will be determined by the request of the employee and the written certification of the inability to perform required duties by the employee's personal physician. The Director of Human Resources may require further determination of physical fitness by a physician or physicians designated by the Director of Human Resources. Such additional medical examination shall be at no expense to the employee.

Section 5. An employee working during the term of her pregnancy will not be denied the benefit of any personnel decision such as promotion, voluntary transfer, or selection for training, which would have been made.

Section 6 In all cases requiring a report from the City's physician, such report shall be available within two (2) weeks from the date of examination. A copy of such report shall be made available to the employee by the Director of Human Resources upon request.

Section 6.1 In the event there is a difference of opinion between the physician designated by the Director of Human Resources and the employee's physician regarding the employee's physical fitness to perform the work in which employed, a third physician shall be designated by the City's and the employee's physicians, whose decision shall be final and binding.

Section 6.2 Family Sick Leave as provided in Article 40, Sick Leave, may be utilized for pregnancy and/or childbirth. In any calendar year in which a birth occurs, up to five (5) additional days of Sick Leave may be authorized as additional Family Sick Leave subject to the approval of the Police Chief and the Director of Human Resources.

ARTICLE 36 – PROMOTIONAL EXAMINATIONS

Section 1. Promotional Examinations – All promotional examinations for Bargaining Unit positions shall be administered by the Director of Human Resources or his/her designated representative who shall administer such examinations for classifications included in the certified Bargaining Unit once every two (2) years or sooner in the event that such a promotional list is depleted prior to the expiration of a two (2) year period. Written examinations shall be developed by consultants selected by the City and competent in the field and outside the Human Resources Department.

Section 2. Tests for all positions shall be administered within the proper time limits to enable the new list to be certified as of the expiration date of the list being replaced.

Section 3. Closing date of applications for such promotional examination shall not be less than sixty (60) days from the date of initial announcement of examination. All sources of information used for written examinations shall be published and made known to promotional candidates at the time of initial announcement.

Section 4. No relative standings of a promotional register shall be made known to any individual candidate for promotion prior to the establishment of the register.

Section 5. Rating Examinations – Appropriate scientific techniques and procedures shall be used in scoring and evaluating the results of examinations and in determining the relative ratings of the competitors. The written examinations will be given and graded using a flexible passing point. This will be determined prior to the examination by establishing the total number of candidates who will receive a passing score on the written examination. If the lowest passing point has more than one (1) candidate with tie scores resulting in a higher number of successful candidates than initially announced, then the total number of passing candidates will be modified to include all those with tie scores at the base passing point. Using recognized statistical methods, including the flexible passing point, raw scores will be converted to a grade which can

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

be expressed on a scale of 0 to 100, with a score grade of 70 representing the required passing score.

Promotional examinations for classifications included in the certified Bargaining Unit shall consist of two (2) parts.

1. Written Test..... 50%
2. Assessment Exercise..... 50%

Promotional candidates who achieve a final grade of 70 or above on the written portion of the examination shall be eligible for the assessment exercise(s) provided in this Article and be ranked on the promotional register.

Assessment Exercise scores, regardless of score obtained, shall then be added to the written examination score in accordance with the weights provided for each part to determine a combined score from which a promotional register can be established.

Section 6. Promotional Test Review Procedures – When a promotional examination is administered in which the first qualifying portion of the selection process is a written examination, the following test review procedures shall be followed:

Prior to notifying candidates of the results of the written examination, a group test review session shall be scheduled and conducted. Candidates shall inspect the written examination, the answer key and their answer sheets at this session and shall have three (3) working days after the test review session to substantiate in writing to the Director of Human Resources any claims of error or appeals in the test. Appeals shall be limited to no more than the top twenty (20) most challenged questions submitted by the body. The Director of Human Resources shall forward a maximum of the top twenty (20) most challenged appeals to the test author or outside selection specialist, if applicable, who shall render a decision which shall be final, binding, and without further recourse.

No further portions of the selection process shall be given until the appeals filed have been answered.

The Director of Human Resources and the Union may mutually agree upon an outside selection specialist who shall receive such written test appeals and render a decision which shall be final, binding, and without further recourse. The selection specialist shall have no power to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The cost for such selection specialist shall be borne equally by both parties. In the event the Director of Human Resources and the Union cannot agree upon the selection of an outside selection specialist, all such appeals shall be forwarded to the test author as provided in this Section.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 7. Promotional scores shall be whole numbers, and the Police Chief shall have the right, when recommending appointments, to choose from the top five (5) candidates certified. Candidates passed over for promotion shall have the right to appeal beginning at Step 3 of the Grievance Procedure. If tie scores result in more than five (5) candidates being certified, the Police Chief may choose for promotion from the larger number.

Section 8. Eligibility for Positions within the Bargaining Unit:

Police Sergeant:

- A. Four (4) or more continuous years as a City of Fort Lauderdale Police Officer; or
- B. Three (3) or more continuous years as a City of Fort Lauderdale Police Officer and possession of a one (1) year certificate for police science or any police science related course of study approved by the Director of Human Resources; or
- C. Two (2) or more years as a City of Fort Lauderdale Police Officer and possession of an Associate's Degree or its equivalent in hours in designated subject areas. Designated subject areas are defined as coursework directly concentrated in police science, police administration, law enforcement, social sciences (e.g. psychology and sociology), public or business administration, etc., but excludes such other subject matter as English, history, health, mathematics, etc. The minimum number of designated subject coursework hours shall not be less than thirty-three (33) semester hours; or
- D. Two (2) continuous full years as a City of Fort Lauderdale Police Officer and possession of a Bachelors or Master's Degree in the law enforcement field, social sciences (e.g. psychology and sociology), public or business administration.

A promotional examination for Police Sergeant shall be held no longer than twenty-four (24) months after the previous Police Sergeant examination, provided that six (6) Police Officers meet the prerequisites for Police Sergeant.

Section 9. Preference Points

- A. Veteran's Preference Points shall be added to the passing grade of eligible employees in accordance with Florida Statutes.
- B. Service credits shall be added to the passing grade of employees for continuous City service which shall be computed as follows: one-fourth of one point (1/4) shall be added for each full year of uninterrupted service up to a maximum of

twenty (20) years of service All such continuous City service must have been accumulated as of the close of the employment announcement for which the applicable promotional examination will be administered.

ARTICLE 37 – SHIFT ASSIGNMENT

Section 1. Shift pick preference shall be conducted during November 1 through December 31 of each calendar year. During this pick, a permanent employee assigned to routine patrol duties within the Uniformed Patrol Division may indicate preference for shift, district and days off assignment. Such shift assignment shall be based upon the employee's preference and departmental seniority.

Section 2. Sergeants may indicate preference for shift assignment once each calendar year. Such shift and district assignment shall be based upon the employee's preference and seniority in rank. Sergeants' shift, district and days off assignments shall be completed and posted no later than seven (7) days prior to Uniform Patrol Division's shift and district pick as provided in Section 1 of this Article.

Section 3. Employees in any other squad or functional unit or any special assignment within the Police Department which regularly operates on more than one (1) shift may, once each calendar year, indicate their preference for shift assignments within that squad or functional unit or any special assignments based upon their preferences and departmental seniority among members assigned to the unit.

Section 4. The annual selection of shift and/or district assignment as outlined in this Article shall not apply to probationary Police Officers or probationary Sergeants.

Section 5. In the event that two (2) employees have equivalent departmental seniority, seniority within the division shall be the determining factor for employees assigned to routine patrol duties, and seniority within the squad or functional unit shall be the determining factor for all other employees. When everything is equal then the entry level final Civil Service score will be the determining factor.

Section 6. In recognition of the City's right to determine the mission of the Police Department, the Union agrees that it is the City's sole right to determine the number of personnel allocated to any particular shift, district, or assignment, and to alter the composition of any shifts, districts, or assignments when it is in the Police Department's best interest to do so.

Section 7. A permanent vacancy involving routine patrol duties within a patrol district and shift shall be filled only if deemed necessary by the City. When the vacancy is to be permanently filled from another patrol shift, the City shall determine from what district

and shift the reassignment will be made. Upon that determination, any permanent employee within that district and shift will be allowed to bid and such reassignment shall be based on departmental seniority. In the event no permanent employee bids for such reassignment, the City may reassign the least senior permanent employee to fill the vacancy.

Section 8. When the Department determines that a vacancy exists in a specialty unit (with exception for those assignments to the Office of the Police Chief), the Department shall post for seven (7) calendar days such vacancy and interested employees shall have the right to submit an assignment request to the appropriate Division Commander designated on the notice, with a copy being simultaneously filed with the employee's immediate supervisor. The Department shall have the sole right to determine the selection. The employees not selected waive any and all rights to appeal the selection made by the Department except where a violation of Article 4, Non-Discrimination, and/or Article 6, Equal Opportunity Affirmative Action Programs, is alleged

Section 9. Any employee who voluntarily transfers shall have no right to exercise shift and/or district preference until the next annual selection process, except the Department shall attempt to accommodate shift and/or district preference of such transferred or reassigned employee.

ARTICLE 38 – INVOLUNTARY TRANSFERS

Section 1. It shall be the sole right of the Police Chief to transfer employees of the Department where such transfer does not result in a loss of pay (excluding clothing allowance and other benefits attributable to the prior assignment) to the transferred employee. If a transfer is a permanent change in the officer's assignment, shift, or days off, the employee shall be given no less than five (5) working days' notice prior to the transfer in order that the employee may arrange for an orderly change. The five (5) day notice may be waived by the employee and it need not be given when unforeseen needs of the Department or emergency conditions require that temporary changes be made with little or no advance notice.

Section 2. District transfers involving employees in the Uniformed Patrol Division will be based upon legitimate, non-arbitrary Departmental objectives, including, but not limited to, suitability for particular assignments and training functions. Such transfers will only change the employee's district and not the shift assignment. Where it is necessary to displace an employee in the new district, the least senior non-probationary employee in that district will be transferred and will not have any shift or district pick.

Section 3. Except as provided in this Article, in no event shall any transfer be subject to the grievance/arbitration provisions of this Agreement; provided that in cases in which a transfer is accompanied by a disciplinary suspension or demotion, the arbitrator may

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

rescind the transfer as part of the remedy if the arbitrator determines that the employee did not commit the disciplinary offense.

Section 4. Employees transferred from specialty units to the Uniformed Patrol Division will be permitted to select a shift, district and days off based upon Department seniority. Any less senior non-probationary employee assigned routine patrol duties displaced as the result of such shift pick shall have the same bumping right. No other person may exercise such rights.

The City shall endeavor to provide such transferred employees with their selection of days off based on seniority but need not adhere solely to seniority where a good faith determination is made that legitimate non- arbitrary departmental objectives will be served.

Section 5. This Article applies only to involuntary transfers. Further, nothing in this Article is intended to change the annual shift pick under Article 37 of this Agreement.

Section 6. The parties agree that grievances concerning the interpretation or application of this Article may be filed directly at Step 3 of the grievance procedure. Unresolved grievances may be submitted to expedited arbitration before one (1) of at least two (2) permanent arbitrators to be selected by the parties. The arbitrator shall rule from the bench without post-hearing briefs and shall thereafter issue a written award.

ARTICLE 39 – VACATION LEAVE

Section 1. The City converted from its daily vacation leave accrual program to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of vacation leave an employee is eligible to earn in a twelve month period, rather it is intended to simplify the administration of the vacation leave accrual program.

Section 2. Eligibility – Each full-time employee shall earn vacation leave at the rate shown below, per years of continuous service.

VACATION LEAVE ACCRUAL TABLES

FOP	Years of Service	Hours earned for every hour paid	Hours earned per Biweekly Pay Period (if all hours paid)	Max (hrs)	FOP K-9 (43 hrs)	Years of Service	Hours earned for every hour paid	Hours earned per Biweekly Pay Period (if all hours paid)	Max (hrs)
	<05	0.05775	4.62	384.00		<05	0.05372	4.62	384.00
05	0.06163	4.93	392.00	05	0.05733	4.93	392.00		
06	0.06650	5.24	408.00	06	0.06093	5.24	408.00		
07	0.06925	5.54	424.00	07	0.06442	5.54	424.00		
08	0.07313	5.58	440.00	08	0.06802	5.85	440.00		
09	0.07700	6.16	456.00	09	0.07163	6.16	456.00		
10	0.08088	6.47	472.00	10	0.07523	6.47	472.00		
11	0.08463	6.77	488.00	11	0.07872	6.77	488.00		
12	0.08850	7.08	504.00	12	0.08233	7.08	504.00		
13	0.09238	7.39	520.00	13	0.08593	7.39	520.00		
14	0.09625	7.70	536.00	14	0.08953	7.70	536.00		
15	0.09625	7.70	544.00	15	0.08953	7.70	544.00		
>15	0.09625	7.70	544.00	>15	0.08953	7.70	544.00		

Section 3. The Police Chief shall make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. However, employees may, at their option, accrue vacation leave to a maximum of the leave earned in two (2) anniversary years.

Section 4. Annual leave is intended to be used to provide a periodic vacation. However, earned vacation leave may be used for any other purpose when authorized by the Police Chief. Vacation leave will only be used with the prior approval of the Police Chief and shall not be authorized prior to the time it is earned by the employee. Vacation leave shall not be unreasonably denied. The supervisor’s primary concern will be manpower and assignments when approving vacations. As manpower allocation and demands for service differ between shifts, districts and divisions, the number of employees allowed on vacation at any given time on any shift will not be limited by a fixed number. The final appeal of a complaint will be at the Major level in the Operations Bureau and at the Captain level in the Investigative and Support Services Bureaus. Vacation leave shall not be granted to employees with less than six (6) months of continuous service.

Section 5. Holidays occurring while an employee is on vacation leave shall not be charged against the employee's vacation leave balance.

Section 6. The minimum charge for vacation leave shall be in units of one quarter (1/4) hour.

Section 7. In the event of a resignation in good standing, the employee shall be paid for any unused vacation leave. In the event of a layoff, the employee shall have the option of being paid for any unused vacation leave. In the event of the death of the employee, the beneficiary, estate, or other designee as provided by law shall be paid for any unused vacation at the employee's current rate of pay.

ARTICLE 40 – SICK LEAVE

Section 1. Purpose – The City of Fort Lauderdale grants Sick Leave to eligible employees to provide continued income during employee illness. Sick Leave shall not be considered a right to be used at the employee's discretion but rather a privilege which shall be allowed only in a case of personal illness or disability, legal quarantine because of exposure to contagious disease, or in the case of illness in the immediate family. No more than ten (10) working days in any calendar year may be taken as Sick Leave because of illness in the immediate family, known as Family Sick Leave.

The employee's immediate family is defined as the employee's spouse, domestic partner, children, mother, father, sister, brother, grandparents, and parents-in-law.

The terms "parents", "mother" and "father" means biological or adoptive parents of the employee and domestic partner or any individual who stood in place of a parent, charged factitiously with a parent's rights, duties, and responsibilities.

The term "children" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent's rights, duties and responsibilities.

The term "spouse" means a husband or wife; the term "domestic partner" means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City's Risk Management Division attesting to satisfaction of the eligibility requirements.

Section 2. Leave Accrual - The City converted from its daily sick leave accrual to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of sick leave an employee is eligible to

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

earn in a twelve month period, rather it is intended to simplify the administration of the sick leave accrual program.

Section 2.1 All permanent and probationary full-time employees shall earn sick leave at the rate of .04625 hours leave for each hour worked in the normal forty (40) hour work week. For example, an employee earns 1.85 hours sick leave after working one normal forty (40) hour work week. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours.

Section 3. Unlimited Accumulation – Employees whose anniversary date of employment is prior to October 1, 1977, shall be eligible to accumulate an unlimited number of accrued Sick Leave days.

Section 4. 720 hours Limitation – A maximum of seven hundred twenty (720) hours of sick leave only will be permitted to accrue at any time for employees whose anniversary date of employment is October 1, 1977, or anytime thereafter. For employees hired on or after October 1, 1977, however, Sick Leave may be accrued in excess of the seven hundred twenty (720) hours limit, provided that such additional hours may be used only for sickness and may not be converted to be uses as vacation or paid for upon termination of employment in accordance with Sections 11 and 12 of this Article.

Section 5. Conversion of Sick Leave – Conversion of Sick Leave is permitted, however, the first thirty (30) days (240 hours) of accrued Sick Leave are not subject to these conversion privileges.

- A. An employee with at least two hundred forty (240) hours but less than seven hundred twenty (720) hours of accrued Sick Leave as of their anniversary date, may convert the unused balance of any Sick Leave earned in the previous anniversary year, but not more than 48 hours, to either forty eight (48) hours to be used as Vacation Leave (subject to approval of the employee's department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.
- B. An employee with at least seven hundred twenty (720) hours of accrued Sick Leave as of their anniversary date may convert the unused balance of any Sick Leave earned in the previous anniversary year not to exceed ninety six (96) hours to be uses as Vacation Leave subject to the approval of the Police Chief or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.
- C. All hours resulting from a conversion of Sick Leave must be taken prior to the employee's next anniversary date, retirement, or separation from City

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

employment. If the employee does not so utilize such hours, such leave shall remain as Sick Leave at the original value thereof.

Section 6. Leave Requirements – In order to be granted Sick Leave with pay, an employee must meet the following conditions:

- A. Notify the immediate supervisor not later than two (2) hours after the beginning of the scheduled workday of the reason for such employee's absence, or within lesser limits if required by the Police Chief. Failure to comply with the above may be permitted should the circumstances for such failure be warranted.
- B. Permit such medical examination, nursing visit, or inquiry which the City deems desirable.
- C. File a written request for such Sick Leave on the form and in the manner to be prescribed and submit, where reasonable and if requested by the Police Chief, a medical certificate signed by a physician stating that the employees is/was unable to work and upon returning to work that the employee is again physically able to perform the required duties.

Section 7. Claiming Sick Leave when physically fit shall be cause for dismissal.

Section 8. Sick Leave pay will be paid at the employee's current basic rate of pay at the time which the employee is incapacitated due to illness or injury. The minimum charge for Sick Leave shall be in units of one-quarter (1/4) hour.

Section 9. Sick Leave pay will be normally paid at the same rate as a regular workday, except in those instances where other City benefits, excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for Sick Leave pay amount and use to preclude payments in excess of regular pay.

Section 10. An employee whose employment is terminated or who retires while in good standing shall be paid twenty-eight percent (28%) of the unused accrued sick leave hours at his/her final rate of pay. Employees whose employment is terminated or retires not in good standing shall not be paid for any unused accrued sick leave hours.

Section 11. Notwithstanding Section 10, an employee, hired prior to January 1, 1985, upon termination from City employment in good standing, shall be paid for unused Sick Leave in accordance with the following schedule:

10 Years of Service or Less

25% of Rate of Accrual

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Greater than 10 Years of Service but Less than 20 Years	45% of Rate of Accrual
20 Years or More	65% of Rate of Accrual

Retiring employees may convert up to ninety-six (96) hours of accrued Sick Leave to be used as final vacation leave in accordance with the following schedule:

10 Years of Service or Less	4 hours used as vacation leave for every eight (8) hours of Sick Leave
Greater than 10 years of service but less than 20 years	5.20 hours used as vacation leave for every eight (8) hours of sick leave
20 Years or More	6.4 hours used as vacation leave for every eight (8) hours of sick leave

Section 12. Voluntary Employees' Beneficiary Association (VEBA) - Upon the Union establishing a VEBA and the City's receipt of proof of an application for an IRS determination letter confirming compliance with applicable provisions of the Code, and implementation of the pension changes contained in Article 46 such that the City's required contribution to the Retirement System for the 2013-14 plan year is reduced by the entire balance of the Chapter 185 premium tax revenue reserve account in the Retirement System on December 31, 2013, the City will contribute an amount equivalent to the entire balance of the Chapter 185 premium tax revenue reserve account in the Retirement System on December 31, 2013. Additionally, when a bargaining unit member reaches normal retirement and separates from the City, seventy five percent (75%) of his/her accrued vacation and sick leave payout will be placed in the VEBA.

However, the Union shall indemnify and hold the City harmless from any financial implications related to any deposit to the VEBA prior to the date of the confirmation letter. The Union shall be responsible for any taxes, fines or fees related to any deposit made prior to the IRS confirmation letter should the VEBA not be in compliance with the IRS Code.

Each party shall be responsible for their own administrative costs, including start-up costs.

ARTICLE 41 – DONATION OF ACCRUED SICK/VACATION LEAVE

Section 1.0 It shall be the policy of the City to permit other employees the opportunity of donating accrued leave time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time and when the employee has exhausted all accrued Sick/Vacation leave.

Section 1.1 Extraordinary circumstances shall be defined as, but not limited to, lengthy hospitalization, critical illness, or injury.

Section 2. The Police Chief must submit a request in writing for permission to solicit donations of accrued leave from departmental personnel. Such request shall require the approval of the Director of Human Resources. In reviewing such requests, consideration shall be given to the designated employee's previous leave history as well as the nature of illness or injury. Such written requests shall include employee's name, reasons for requesting such donations of accrued leave, and approximate duration of absence, if known.

Section 3.0 Upon approval of such request, the Police Department timekeeper will obtain a supply of Form J-180 (Application for Donation of Sick/Vacation Leave) from the Personnel Records Clerk, Human Resources Department, and shall distribute these forms to employees willing to donate accrued leave time. The donation must be made as a free and voluntary act, and no duress or coercion shall be placed upon an employee to make such donation of his/her paid leave time.

Section 3.1 As forms are completed by the donors, the Police Department timekeeper will forward such forms to the Personnel Records Clerk, who will time and date stamp each form in the order it is received. Donated time will be credited to the absent employee in the order in which the forms are received. In the event of excess donations received but not used due to the employee's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided and the time returned to the donating employees. Donated time returned to a donor shall be reflected in the Sick Leave balance on the donor's pay stub as soon as possible.

Section 4.0 Donated time will be converted to a dollar value based on the current rate of pay of each donor for hours donated and on the rate of pay of each donee for hours utilized. The rate of pay used for each donor will be that in effect at the time Form J-180 is signed.

Section 4.1. Time donated for this purpose will not be considered during the donors performance rating period, nor will it affect a donors right to convert Sick Leave to Vacation Leave or cash payment as established in this Agreement.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 5.0 The Personnel Records Clerk shall notify the Police Department timekeeper when donated time is nearly exhausted, and that department shall have the responsibility of requesting additional donated time, if desired.

Section 5.1 The Police Department timekeeper will immediately notify the Personnel Records Clerk by phone of the employee's return to work or of any major change in the employee's physical condition.

APPLICATION FOR DONATION OF SICK/VACATION LEAVE

Please deduct from my accrued leave ____ hours of Sick Leave AND/OR ____ hours of Vacation Leave. I wish to donate the cash value of such leave to compensate _____, who will exhaust his/her paid leave time on _____.

By my signature appearing below, I expressly acknowledge and clearly understand that the City of Fort Lauderdale has no obligation whatsoever to pay me, and that I will not be paid by the City for the time I am donating to the employee identified above. I also acknowledge and represent to the City that my donation of accrued leave is made to the employee identified above for use in compensating that employee and that my donation is made of my free will, as my voluntary act, and that I was under no duress or coercion to make such a donation.

NAME OF EMPLOYEE (Print) _____

EMPLOYEE NUMBER _____

SIGNATURE OF EMPLOYEE _____ DATE _____

DEPARTMENT/DIVISION NAME AND NUMBER _____

APPROVED BY: _____

Director of Human Resources

Form No. J-180 Rev 04/06/10

ARTICLE 42 - GRIEVANCE PROCEDURES

Section 1. A grievance is defined as a dispute between the City and the Union on behalf of itself or on behalf of one (1) or more of its bargaining unit members concerning the interpretation or application of or compliance with this Agreement, including disputes regarding discipline.

Section 2. The Union may exercise its right not to process a grievance of a non-union member. A non-union member whose grievance has been declined by the Union at Step 1 of the grievance procedure may elect to process his/her own grievance. In such case, the Union will notify the non-member and the City and, upon such notification, the City shall thereafter conduct all official communication directly with the aggrieved employee(s), with a copy to the Union, including dates of any hearings. Nothing in this section shall prohibit the Union from participating at any grievance step when it deems it necessary to protect the integrity of its collective bargaining agreement.

Section 3. Should a grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly. Grievances involving discipline shall follow the procedure established in Section 4.0 through 5.1 of this Article. Probationary employees shall have rights in the grievance procedure through Step 3, except for non-disciplinary matters, but shall not be entitled to use the arbitration or the Disciplinary Review Board procedures established by this Agreement. All other grievances shall be processed in accordance with the following procedure:

Step 1. The Union shall present and attempt to resolve any grievance with the immediate supervisor within ten (10) working days of its occurrence or within ten (10) working days from the time the aggrieved employee(s) became aware of the cause of complaint. Discussion will be informal for the purpose of settling the dispute in the simplest and most direct manner. The decision of the immediate supervisor shall be given orally to the Union no later than ten (10) working days after the discussion.

Step 2. If the grievance has not been resolved to the satisfaction of the Union at Step 1, the grievance may be reduced to writing on the regular grievance form, and presented to the employee's bureau commander or designee not later than ten (10) working days after the immediate supervisor's response was rendered at Step 1. The bureau commander or designee shall conduct a meeting with the Union Steward within ten (10) working days of receipt of the written grievance and shall issue his/her decision, in writing to the Union, within ten (10) working days after the close of the meeting.

Step 3. If the grievance is not settled to the satisfaction of the Union at Step 2, the decision may be appealed by the Union by presenting the written grievance to the Police Chief or designee not later than ten (10) working days

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

after receipt of the decision of the bureau commander or designee at Step 2. The Police Chief or designee shall conduct a meeting with the Union within ten (10) working days of receipt of the appeal and shall reply to the Union, in writing, within ten (10) working days following the close of the meeting.

Step 4. If the grievance is not resolved to the satisfaction of the Union at Step 3, the Police Chief's decision may be appealed to the Human Resources Director or designee not later than ten (10) working days after receipt of the Step 3 decision. The Human Resources Director or designee shall meet with the Union within ten (10) working days following receipt of the grievance and shall reply, in writing, within ten (10) working days following the close of the meeting.

Section 4.

- A. The City and the Union hereby agree that this procedure and the arbitration procedure set forth in Article 43 shall be the sole and exclusive method for interpreting and enforcing this Agreement.
- B. For the limited purpose of this Article, a working day shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by the City.
- C. The time limits set forth above are to be strictly adhered to but may be lengthened or shortened by mutual agreement in writing.
- D. Representatives of the City and the Union shall acknowledge receipt of grievances by signing and dating the form when presented or received.
- E. Any grievance not advanced by the Union to the next higher step within the time limits provided shall be considered settled on the basis of the answer most recently given. If the City does not answer a grievance within the time limits provided, the employees may elect to treat the grievance as denied at that step and immediately advance the grievance to the next step.
- F. No action or matter shall be considered the subject of a grievance unless a written complaint is made within ten (10) working days of its occurrence or within ten (10) working days from the time the aggrieved employees became aware or by use of reasonable diligence should have become aware of the cause for complaint. The City shall not be subject to any liability for any period more than ten (10) days prior to the date the grievance was filed in writing.
- G. A Union Steward shall be permitted to confer with the appropriate supervisor and/or bureau commander or designee under the circumstances defined in Steps 1 and 2 above without loss of pay provided that the City may discontinue payment for such time in case of abuse by the Union Steward. A Union Steward

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

shall report to the immediate supervisor when stopping work to process a grievance as requested by an employee(s) and shall report back to the supervisor when ready to resume work. If a grievance involves more than one (1) employee, the Union shall designate not more than two (2) employees to represent the group and, with the Steward, shall be permitted to confer with the supervisor and/or bureau commander or designee in Steps 1 and 2 as provided above. An aggrieved employee(s) will be permitted to confer with representatives of City management as provided in the grievance procedure without loss of pay provided that the City may discontinue payment for such time if this privilege is abused.

- H. In the event that the grievance involves a group of employees who do not have the same immediate supervisor, the grievance shall first be presented to their bureau commander as indicated in Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.
- I. In the event that the grievance involves a group of employees who do not have the same bureau commander, the procedure shall start with Step 3.
- J. The Union shall have the right to file grievances in the third step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the Union can factually demonstrate:
 - 1. that the matter is covered by a provision of the Agreement; and
 - 2. that the matter involves the interpretation or application of that provision; and
 - 3. the grievance does not seek to add to or subtract from any provision of the Agreement; and
 - 4. the subject matter of the grievance is general in nature, having application to a majority of the members of the Unit.

Section 4.1 If discipline other than counseling or reprimand is contemplated, the Police Chief or designee shall meet with the employee and/or the Union Steward if so requested by the employee and shall provide the written notice described in Article 15, Section 1, which shall include the notice that the employee may request a hearing on the matter within ten (10) working days if the employee feels that the disciplinary action is unwarranted. If the employee does not request such hearing within ten (10) working days, the hearing shall be considered waived.

Section 4.2 If a written request for a hearing from the employees is received within ten (10) working days, the Police Chief or designee shall schedule such hearing within ten (10) working days after the request is received at which the facts regarding the disciplinary action shall be reviewed with the employees. The Union Steward and/or

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

legal counsel may accompany or represent the employee at the hearing, but the City shall not be responsible for payment for such representation. An audio recording of the hearing shall be made.

Section 4.3 Failure of the employee and the Union to appear at such scheduled hearing shall, except for mutually agreed upon good reason, be considered a waiver of the desire for a hearing.

Section 4.4 The Police Chief or designee, within ten (10) working days following the close of the hearing, will submit to the City Manager a recommendation for action. Within ten (10) working days after receipt of that recommendation, the City Manager will issue a final decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union Steward.

Section 4.5 If disciplinary action is taken by the City Manager which the employee considers to be unwarranted, the employee and the Union representative may appeal such action by filing a grievance directly under Section 3, Step 4 of this Article.

Section 4.6 In considering the severity of a disciplinary recommendation, the Police Chief or designee may take into account past counseling letters of reprimand or disciplinary action, prior conduct, and the employee's employment record.

Section 4.7 Any regular employee may be immediately terminated or suspended without advance notice where the giving of such advance notice could result in damage to the City or to private property, injury to the employee, a fellow employee, or the general public.

Section 4.8 In any case in which an employee is charged by proper authorities with commission of a crime involving moral turpitude, the employee may be immediately suspended without pay pending final disposition of such criminal charges. Such suspension shall not be subject to review by either a Disciplinary Review Board or through arbitration.

- A. In the event that any employee is convicted of such criminal charges, his or her suspension shall automatically be converted into an involuntary termination and shall not be subject to further review by a Disciplinary Review Board or through arbitration.
- B. Where charges against any employee are dismissed for any reason, or there is no adjudication of guilt, the City shall have twenty (20) days after receipt of notice of such action to either reinstate the employee with back pay or to institute administrative disciplinary charges against the employee. Such administrative charges, if any, shall be subject to review under either the Disciplinary Review Board or grievance/arbitration procedures provided herein, but not both.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- C. In no event shall any employee be granted back pay for any period of suspension attributable to pending criminal charges against the employee unless the employee is found innocent of such charges or such charges are found to have arisen out of direct line of duty conduct undertaken in good faith,

Section 5.0 If the City Manager rescinds and/or modifies the disciplinary action, a loss in pay, if any, will be corrected.

Section 5.1 If the grievance has not been satisfactorily resolved under this procedure, the employee with the approval of the Union may proceed to arbitration as set forth in Article 43, "Arbitration", or if the grievance involves dismissal, the employee may elect to forego grievance arbitration procedures in favor of review through the disciplinary review set forth below.

The employee shall notify the City in writing of such election of the Disciplinary Review Board procedures within ten (10) working days after receiving the City Manager's final written decision regarding the disciplinary action. An employee's election of Disciplinary Review Board procedures shall be irrevocable, and the decision rendered pursuant to that procedure shall be final.

- A. A Disciplinary Review Board shall be composed of one (1) member appointed by the City, one (1) member appointed by the Union, and one (1) Chairman, who shall be an arbitrator selected in accordance with the provisions established in Article 43, Section 2, "Arbitration", of this Agreement. Each Disciplinary Review Board shall be appointed on a case-by-case basis unless otherwise agreed upon by the parties.
- B. 1. The Disciplinary Review Board convened pursuant to this Section shall conduct a hearing not more than fifteen (15) days after selection of the Chairman at a time and place agreed upon by the Board members or, absent agreement, set by the Chairman. The Chairman shall provide not less than five (5) days' notice of the hearing by certified mail to the City, the Union, and the affected employee. The purpose of the hearing and the authority of the Board shall be limited to review of such evidence as may be necessary to determine whether the disciplinary action is arbitrary or capricious or based upon deficiencies in performance and/or deficiencies in conduct.
2. In accordance with Section 682.08, Florida Statutes, as amended, the Chairman shall have the authority to issue subpoenas for the attendance of witnesses and for the production of records, documents, and other evidence and shall have the power to administer oaths.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

3. At the hearing, the City and the employee may each be represented by legal counsel and shall have the right to introduce documentary and testimonial evidence. Evidence may be received in written form. All testimony of parties and witnesses shall be under oath. All hearings shall be tape recorded. The Chairman shall preside over the hearing and may rule upon objections raised in the course of the proceedings. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action. The burden of proof, based upon a preponderance of evidence, shall be upon the City.
4. Hearings before the Board shall be conducted informally and shall not be controlled by technical rules of evidence. Where an employee's challenge to the dismissal is grounded upon any question of law related to a Police Department rule, regulation, or procedure, the Board may hear argument, receive briefs, or both in connection with the challenged action and the Board shall include its conclusions regarding the legal question in its report.
5. Within fifteen (15) days after the close of the hearing, the Board shall issue its written decision to the City Manager with a copy to the Union and/or employee. The minimum contents of such report shall be as follows:
 - (a) that charges sufficient in law were preferred;
 - (b) that due notice was given;
 - (c) that a hearing was conducted at which an opportunity to be heard was afforded;
 - (d) that each party was either afforded the opportunity to have legal counsel or waived such right;
 - (e) findings of fact material to the issues;
 - (f) conclusions based upon the evidence and argument presented;
 - (g) a final decision affirming, rejecting, or modifying the dismissal and a statement of grounds therefore.

C. Exception: Review of Issues of Law

The decision of the Disciplinary Review Board shall be final and binding in all respects and not subject to further review through arbitration or otherwise; provided that any issues of law raised before the Disciplinary Review Board and preserved in the record of the hearing concerning and limited to departmental rules, regulations, and orders may be reviewed by a circuit court through common law certiorari. An issue of law shall be limited to only one (1) of the following issues:

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

1. Was there a lack of competent and substantial evidence?
2. Was there a denial of due process?
3. Does the decision depart from the essential requirements of the law?

If such issue is not so raised and preserved, it is waived.

D. Costs

In all proceedings before a Disciplinary Review Board, each party shall bear its own costs and attorney's fees. The per diem fee and/or expenses of the Chairman, if any, shall be equally shared by the parties. Any party desiring a transcript of the hearing shall pay the full costs of transcription or any court reporter fees unless otherwise agreed by the parties.

ARTICLE 43 - ARBITRATION

Section 1. If no satisfactory agreement of a grievance has been reached under the procedure provided in Article 42, and the grievance or dispute related to the determination of rights and obligations conferred or created by this Agreement, and a written request for arbitration is made by the Union or by the employee if not represented by the Union due to non-membership within ten (10) working days after the final answer in Step 4 of the grievance procedure under Article 42, such dispute shall be submitted for final and binding arbitration in accordance with the following procedure.

Section 2. The City and the Union shall, within one (1) week of the election of either party to arbitrate, meet to mutually agree upon an arbitrator. If this cannot be done, the parties may select an arbitrator from a Federal Mediation and Conciliation Service (FMCS) panel or panels of not less than seven (7) choices. The panel(s) shall be generated by a random selection process by the City, a union representative may be present for the random selection process. In the event that either party, before any striking of names occurs, feels that the panel is unsatisfactory, that party shall have the right to request one (1) additional panel. Within ten (10) days of receipt of the panel, the arbitrator shall thereafter be selected from the panel of arbitrators by alternate striking of names until one (1) name remains. The party who strikes first shall be determined by the toss of a coin. The City will promptly notify the arbitrator of the appointment.

Section 3.0 The arbitration shall be conducted under the rules set forth in this Agreement and shall proceed as follows:

Section 3.1 Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange for the date and place of hearing; or, if

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance.

Section 3.2 If no hearing is to be conducted, each party shall submit to the arbitrator its statement of position regarding the grievance. Prior to the date of the hearing or submission of documents, the parties shall, jointly or separately, provide the arbitrator with a written statement of the issue or issues to be resolved in the arbitration proceeding.

Section 3.3 The arbitrator shall have exclusive jurisdiction and authority to resolve grievances as defined in this Agreement. The arbitrator shall have the authority to issue subpoenas enforceable in any court of competent jurisdiction and shall administer oaths to all witnesses testifying in any proceeding.

Section 3.4 The arbitrator shall have no power to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

Section 3.5 The arbitrator shall have no power to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement or which is not covered by this Agreement.

Section 3.6 Except as provided for in Section 3.2, the decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

Section 3.7 Upon timely notice prior to the scheduling of hearings and when mutually agreed, the consolidation of one (1) or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.

Section 3.8 The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The findings of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be final and binding on the parties. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings and conclusions on the issues submitted unless agreed in writing by the parties.

Section 3.9 In all cases, except disciplinary matters, the party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention by a preponderance of competent evidence.

Section 4.0 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the

arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority to change the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement.

Section 4.1 The costs for the services of the arbitrator shall be borne by the losing party. The parties shall bear the costs of their own representatives and witnesses. The FOP shall have the right to compensate its witnesses from the Time Pool and one (1) FOP representative who is on duty shall be entitled to attend arbitration hearings at straight time rates. Either party to this Agreement desiring a transcript of the arbitration hearing shall be responsible for the cost of the transcript unless otherwise agreed to, in writing, by the parties.

ARTICLE 44 - PERFORMANCE RATING REVIEW

Section 1. Employees subject to performance evaluation shall be provided a copy of the performance rating. The rating form shall provide space for the employee to indicate either the acceptance of the rating or the intention to appeal the rating as outlined below.

Section 2. An employee who objects to a marginal or unsatisfactory performance rating because the employee believes that the rater was prejudiced may have such rating reviewed by the rating and reviewing authorities. If after such review the employee still believes the rater was prejudiced, the employee may appeal the rating to a Rating Review Committee. Prejudice shall be defined as an opinion formed without knowledge, thought, and reason.

The marginal or unsatisfactory rating referred to above shall be for the entire rating and not any one (1) section thereof. In the event that an employee receives a marginal or unsatisfactory rating of a particular category within the rating, the employee shall have the right to submit a written rebuttal concerning the facts at issue.

Section 3. An employee who, after the review provided in Section 2, wishes to appeal shall submit a written request to the Human Resources Director or designee within seven (7) days following the review by the rating and review authorities. After determining that the review provided in Section 2 has been held, the Human Resources Director or designee shall convene a Rating Review Committee to determine if the employee's rating was based on a prejudiced consideration by the rater rather than on the performance of the employee. The Rating Review Committee shall consist of:

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- A. the Police Chief or designee,
- B. an employee selected by the appealing employee, who shall be selected from the same classification as that of the appealing employee, and
- C. an arbitrator mutually agreed upon or selected in accordance with Section 2 of the Arbitration Article.

Section 4. The arbitrator will act as chairman of the Rating Review Committee. A written statement indicating which part of the Performance Rating Report the employee considers to be prejudiced must accompany the request for review. The employee's appeal shall be promptly considered by the Rating Review Committee in the order of its filing. The employee and the employee's rater and rater's supervisor shall be present during the review of the employee's appeal. Proceedings shall be informal, orderly, and pertain to the presentation of information and evidence relating to the employee's belief of prejudiced consideration of the rater during the period the rating evaluation covers.

Section 5. Employees who have observed the employee's performance for a considerable amount of time of this period may testify. The Rating Review Committee shall carefully budget the time of all employees appearing before it so that the operations of the Department will not be disrupted. The appealing employee may also submit a written statement to the Committee for their consideration.

Section 6. The Committee shall decide whether or not the rater was prejudiced and shall render a written decision within thirty (30) days following conclusion of the hearing. Such decision shall be final and binding upon the parties. In the event the arbitrator finds the rater was prejudiced, the City shall pay the entire fee of the arbitrator. If the original performance rating is upheld, the appealing employee shall pay the entire fee of the arbitrator.

ARTICLE 45 - COMPREHENSIVE HEALTH CARE PROGRAM

Section 1. The Union will provide and administer a comprehensive group health and dental plan for all members of the Bargaining Unit.

Section 2. The City will continue to pay eight hundred thirty four dollars (\$834) per month to the plan for each eligible employee. Any amounts above the City's contribution will be paid by the employee.

Section 3. The Union agrees that the City's payments of the sums set forth in subparagraph 2 above shall be its sole obligation for providing health and dental insurance benefits for bargaining unit members. The Union agrees to indemnify and hold the City harmless for any and all claims, which may be asserted by any person or

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

entity against the City, related to or in any manner arising out of health and dental insurance. The Union agrees that it will be solely responsible for obtaining State approval of its self-insurance program.

Section 4. The Union will provide the City's Finance Director, with a written profit and loss report for each quarter showing the Union's hospitalization insurance plan's income, expenses and claims paid.

Section 5. The parties understand that it is the intent of FOP that the Union health plan is not a City of Fort Lauderdale benefit plan therefore FOP shall not use "City of Fort Lauderdale" in its plan documents.

Section 6. The City agrees to reimburse the Union health plan for the Patient Protection and Affordable Care Act (PPACA) Patient Centered Outcomes Research Institute Fee in the amount of one dollar (\$1) per plan participant for Fiscal Year 2014 and two dollars (\$2) per plan participant for Fiscal Year 2015. The City also agrees to reimburse the Union for the PPACA Transitional Reinsurance Fee in the amount not to exceed sixty three dollars (\$63) per plan participant.

Prior to any reimbursement by the City, the Union agrees that it shall submit invoices to the City evidencing the specific amounts its health plan paid for the fees and the number of participants in the Union health plan.

ARTICLE 46 - MODIFICATIONS TO RETIREMENT SYSTEM

Section 1. The City and the Union acknowledge that the City has enacted Chapter 20, Article IV, Division 3 of the Code of Ordinances of the City of Fort Lauderdale which provides a mandatory retirement system for Police employees; and further acknowledge that this Article is not intended to, in any way, modify any provision of that legislative enactment or to change or increase or diminish the legal rights of the City or any current member of that retirement system except as specifically provided in this Article.

Section 2. The City and the Union acknowledge that the City's mandatory retirement system is administered, supervised, and managed by a Board of Trustees accountable as fiduciaries to employee members of the retirement system. The Board of Trustees is not a party to this Agreement. The retirement system includes a Deferred Retirement Option Plan (DROP) and an Actuarially Calculated Deferred Retirement Option Program as set forth in City Ordinance No. C-96-59. The City and Union, therefore, agree that the terms of the retirement system shall not be incorporated into this Agreement and that no dispute arising from the interpretation or application of the retirement system or any decision of the Board of Trustees shall be subject to the grievance/arbitration provision of this Agreement. Likewise, matters which are

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

determined or reviewed by the Board of Trustees of the Police and Fire Retirement System and any matters involving the interpretation of ordinances or statutes governing the retirement system shall not be within the jurisdiction of or subject to the grievance/arbitration procedure established in this agreement.

Section 3 A member who separates employment with the City prior to attaining normal retirement will not receive interest on returned funds.

Section 4 Election to maintain DROP Account on deposit with Plan after the DROP Period ends; continuation of DROP Earnings after termination of DROP:

A. At the conclusion of the DROP Period, a member may elect to continue to have the DROP Account remain on deposit with the Plan, provided the DROP Account is distributed no later than the Member's age 70½ .

B. No later than the Member's age 70½, the DROP Account together with accrued DROP Earnings, shall be distributed in full in the following manner:

1. Lump sum distribution to the Member (which may be used at the Member discretion to purchase an annuity) or
2. Roll over the balance to another qualified retirement plan.

C. A member may request and upon request shall receive partial distributions of such portions of the Member's DROP Account as the Member designates (subject to reasonable limitations by the Retirement System's Board of Trustees on the frequency and minimum amounts of such partial distributions).

D. A Member shall retain the right prior to reaching age 70½ to request and receive a full distribution of the amount in the Member's DROP Account or a full distribution of the amount remaining in the Member's DROP Account after any partial distributions.

E. The Retirement System's Board of Trustees shall have the discretion to set the frequency of calculation of Earnings, but not less frequently than annually and not more frequently than monthly.

F. While the DROP Account remains on deposit with the Plan after the conclusion of the DROP period, Earnings will continue to be credited or debited based upon the Plan's Net Rate of Investment Return.

Section 5 The parties agree that all Chapter 185 premium tax revenues received each year in the future shall be retained by the Retirement System and applied to reduce the City's annual required contribution to the Retirement System. In the event the Florida Division of Retirement requires that an additional benefit be provided for the Chapter 185 premium tax revenues applied to reduce the City's annual required contribution to the Retirement System, the parties agree that the police officer member contribution to the System may be increased by a percentage of the police officer payroll that is equal to the amount of Chapter 185 premium tax revenues used to reduce the City's annual required contribution to the Retirement System, and applied to immediately reduce the police officer member contribution back to the current level.

ARTICLE 47 – CLOTHING MAINTENANCE

Section 1. The present practice of the City's Police Department in regard to furnishing uniforms shall be continued.

Section 2. Detectives and other officers assigned to plain clothes duty shall receive a plain clothes allowance of eighty-five (\$85.00) per month.

Section 3. The City shall pay one hundred percent (100%) of the cost of a pair of safety shoes annually, not to exceed sixty-five dollars (\$65.00), or boots for mounted/motor officers, not to exceed one hundred fifty dollars (\$150.00), which conform to the standards established by the Department and have been purchased from a designated supplier.

Section 4. The City shall reimburse new employees one hundred percent (100%) of the cost of leather which conforms to the leather standards established by the Department and which has been purchased from a designated supplier. The City shall reimburse employees one hundred percent (100%) of the cost for the repair or replacement of the leather under the same conditions required for new employees, when in the opinion of the employee's supervisor, the leather was damaged as a result of activities on the job or because the leather does not conform to Departmental standards.

Section 5. In the event that any personal property of the employee is damaged as a result of on-the-job activities, the City agrees to repair or replace said item in accordance with current Departmental standards.

Section 6. The City shall continue the program of providing and replacing bulletproof vests at no expense to the employee.

Section 7. The City agrees to repair or replace personal property in accordance with Departmental policy.

ARTICLE 48 - TUITION PAYMENT PLAN

TUITION PAYMENT PLAN: Payment of tuition by the City of Fort Lauderdale for approved educational or training programs will be in conformance with the following:

Section 1. The City of Fort Lauderdale will, upon approval of the Police Chief, the City Manager, and the Director of Human Resources or their respective designees, pay the tuition of regular employees for any eligible training or educational program/course. An eligible training or educational program/course is one that, in the judgment of the Director of Human Resources, the City Manager, and the Police Chief, or their designees, is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities.

Section 2. Employees will be entitled to a refund of tuition upon the successful completion of each approved course based on the following scale.

<u>Grade</u>	<u>Refund</u>
A	100%
B	75%
C	50%
D or Below	None

The refund shall be available for a maximum total of twenty-four (24) semester hours or thirty-two (32) quarter hours in any one (1) year period for eligible regular employees. The amount payable for such refund shall be based upon and shall not exceed the established credit-hour rate of tuition for regular courses/programs as charged by the State of Florida's accredited public universities or colleges at the time the course is undertaken, regardless of the fact that the employee may be attending a private educational institution. Tuition costs for "accelerated" or "executive" degree programs, even if taken at public university or college, will be reimbursed at the regular credit hour rate.

Section 3.1. For all classes enrolled in prior to the ratification of this agreement, if an employee voluntarily terminates his/her employment with the City of Fort Lauderdale within one (1) year after receiving tuition refund for any university or college courses or completion of any eligible educational or training program/course, then the amount of tuition refund paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

refund, the City may deduct the amount of any such refund from any salary or wages due to the employee from the City.

Section 3.2 For all courses enrolled in subsequent to ratification, if an employee voluntarily terminates his/her employment with the City of Fort Lauderdale within two (2) years after receiving tuition refund for any university or college courses at the undergraduate and/or graduate level or completion of any eligible educational or training program/course, then the amount of that tuition refund paid by the City shall be repaid by such employee to the City immediately. If an employee voluntarily terminates his/her employment with the City of Fort Lauderdale within six (6) years at the post-graduate (doctorate) level, then the amount of that tuition refund paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any salary or wages due to the employee from the City.

Section 4. In order to be considered for tuition reimbursement, all course work subject to the tuition reimbursement program must be approved prior to the beginning of the class by the Police Chief and the Director of Human Resources or designee. Any regular employee who is approved for attendance in any eligible educational or training program/course must pay tuition costs directly to, and be accepted for enrollment by, an accredited educational institution. No reimbursement will be made for textbooks, lab fees, or any other expenses. No coursework shall be performed during working hours unless approved by the employee's department head. In such event, coursework performed during working hours shall be deducted from accumulated annual leave time.

Section 5. Within thirty (30) days of the completion of approved course work, the Employee shall present the original transcript notification, a certificate of satisfactory completion, or both to the Human Resources Department in order to be eligible for any tuition refund to which such employee may be entitled.

ARTICLE 49 – VACANT

ARTICLE 50 - DEPARTMENTAL POLICIES RULES AND REGULATIONS

Section 1. It is agreed and understood that the Police Department currently has policies, rules, and regulations governing employment. The Union agrees that such policy, rules, and regulations shall be formulated, amended, revised, and implemented at the sole and exclusive discretion of the Police Chief; provided, however, that said formulation, amendment, revision, and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the Police Chief

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

shall provide at least ten (10) working days' notice of such change to the President of the Union.

Section 2. Within sixty (60) days following the ratification of this Agreement by the City Commission, Police Department management will undertake to modify the Departmental Policies, Rules and Regulations in order to provide conformity with the collective bargaining agreement.

Section 3. In the event of a conflict between the Rules and this Agreement, the Agreement shall control.

Section 4. Nothing in this Article shall be construed as a waiver of the Union's right to bargain over any rule change which has the practical effect of substantially altering the terms and conditions of employment as established in this Agreement. Such a request for bargaining must be received during the ten (10) working day period in Section 1, otherwise any right to bargain shall be waived.

ARTICLE 51 - USE OF FORCE

The City and the Union recognize that due to the unique nature of law enforcement, the use of force is occasionally necessary and proper for the Police Department to accomplish its mission.

The Union agrees that it is the sole right and responsibility of the City to establish standards and policy regarding the use of force balancing the safety of the community and its police with the constitutional principles of due process.

In the event that the City determines that a significantly more restrictive policy regarding the use of deadly force is necessary, the City agrees to meet and negotiate the impact of such change with the Union.

ARTICLE 52 - OFF-DUTY EMPLOYMENT

Section 1. The Union recognizes that the City has the exclusive right to establish policy regarding all off-duty police employment. The City agrees that during the term of this Agreement, it will continue to permit off-duty police employment in accordance with Policy 104.1 Details and Off-Duty Employment, revised January 2004 of the Department Policies, and Rules and Regulations and will not alter or change any provisions of the policy unless mutually agreed upon in writing.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

Section 2. Off-duty police employment shall be defined as any police related duty that is performed or administered by a sworn employee which is paid for by a private entity.

Section 3. The Union agrees that sworn police employees engaged in off-duty police employment will conform to all departmental general orders, policies, procedures, and management directives.

Section 4. The Union agrees that the City may suspend or deny off-duty police employment when the Police Department determines that the off-duty police employment and/or off-duty police employment by the officer is in conflict with the best interest of the City.

Section 5. When City facilities are used by other agencies or persons, any desired security arrangements shall be at the sole option of the user. If the user and/or the City determines that certified Police Officers are required at any public event, Bargaining Unit officers shall be utilized for such assignment. All officers assigned duty at any function within the City shall be under the direction of the Police Chief. The Union agrees that the City can continue to assign up to six (6) certified Reserve Officers to duty at War Memorial Auditorium.

Section 6. The Police Department management agrees that it will meet and confer with the officer in charge of any detail at mutually agreeable times to discuss public and officer safety at all public events in the City.

Section 7. Upon thirty (30) days from ratification of this Agreement, the employees must give written notification to the City, through the chain of command, of all non-police related employment.

ARTICLE 53 - PERSONNEL RECORDS

Section 1. The Police Department shall maintain an official personnel file for each permanent employee. Such file shall be centrally maintained in an appropriate unit within the Police Department.

Section 2. The only personnel records that may be used as a basis for official action are those which appear in the employee's official Police Department file and of which the employee has been notified.

Section 3. For the purposes of this Article, investigative and/or internal affairs files shall not be construed as personnel records.

Section 4. The rights of an employee to inspect any and all records of the City as provided under Chapter 119 of the Florida Statutes, shall not be abridged.

Section 5. Employees shall be permitted to submit a written rebuttal to any disciplinary action within five (5) calendar days after receipt of such action. Said rebuttal shall be included in the personnel file of the employees.

ARTICLE 54 – SAVINGS CLAUSE

Section 1. If any article or section of this Agreement should be determined by a court of competent jurisdiction to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other articles and sections of this Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s).

Section 2. In the event of such determination, the City agrees to notify the Union of its intent to implement such change within thirty (30) days of such notice. The Union shall have the right to appeal such determination within thirty (30) days of such notice to the appropriate court. During the time of such appeal, provided a court enters a stay, the City will effect no change in the Agreement until such appeal has been finally resolved by the appropriate court.

Section 3. In the event of invalidation of any article or section, the parties agree to meet within thirty (30) days of such determination for the purpose of negotiating a replacement for such article or section.

ARTICLE 55 – ENTIRE AGREEMENT

Section 1. The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties are set forth in this Agreement.

Section 2. The parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been

within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 56 – DURATION OF AGREEMENT, DATES

Section 1.1 This Agreement shall become effective October 1, 2016 and shall remain in full force and effect until 12:00 midnight September 30, 2017.

ARTICLE 57 - VACANT

ARTICLE 58 – VACANT

ARTICLE 59 - VACANT

ARTICLE 60 – RETIREE HEALTH CARE BENEFITS

Section 1. For employees hired prior to April 1, 2014, the City will continue to contribute four hundred dollars (\$400) per month for health insurance benefits to Bargaining Unit members who retire from employment with the City after their Normal Retirement Date. Effective October 1, 2009 employees that are granted a service incurred disability pension will be eligible to receive \$400 per month for health insurance benefits. This contribution shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date or upon being granted a service incurred disability pension and shall cease upon the member attaining Medicare eligibility.

Section 2. Members in the Deferred Retirement Option Program (DROP) shall not be eligible for retiree health benefits under Section 1 until termination of employment with the City.

Section 3. The City will contribute three hundred dollars (\$300) per month for health insurance benefits to Bargaining Unit members who retired from employment with the City after their Normal Retirement Date during the period beginning October 1, 1991 through September 30, 2000. This contribution shall cease upon the member attaining Medicare eligibility.

The retiree health benefits provide in this section shall not be available to members who retired pursuant to the early retirement option set forth in the Addendum to the 1989-1992 Collective Bargaining Agreement executed on October 7, 1991, who are already receiving a retiree health benefit of three hundred dollars (\$300) per month.

Section 4. The provision of this article shall not apply to employees hired on or after April 1, 2014.

ARTICLE 61 - TOBACCO USE

Section 1 All bargaining unit members hired on or after December 3, 2013 shall be non-users of tobacco products at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from using or smoking cigarettes, cigars, pipes, or tobacco products of any kinds at all times, whether on or off duty. Any bargaining unit member hired on or after December 3, 2013 who violates this provision may be subject to disciplinary action up to and including discharge.

Section 2 The parties further agree to cooperate to persuade and encourage bargaining unit members hired before December 3, 2013 to stop using or smoking tobacco products.

Section 3 All bargaining unit member hired before December 3, 2013 shall be permitted to use or smoke tobacco products in designated areas and outdoors only. No use of or smoking of tobacco products of any kind shall be permitted in any other locations including, but not limited to, Department vehicles. Any bargaining unit member who violates this provision may be subject to disciplinary action up to and include discharge.

ARTICLE 62 – DRUG FREE WORKPLACE

The City has a legal responsibility and management obligation to ensure a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

There is sufficient evidence to conclude that the use of illegal drugs, drug or alcohol dependence, and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health.

Section 1 The following provisions are to ensure an employee's fitness for duty as a condition of continued employment:

A. Any employee reasonably suspected of being under the influence of an illegal substance or alcohol in the work place by at least one supervisor, with the concurrence of a second supervisor, shall be immediately suspended without pay pending an investigation by the Police Chief or designee. Should the employee be judged to be in violation of this Article, he/she may be subject to discipline up to and including termination. Should the drug or alcohol test return as a negative result, the employee will be immediately reinstated with the appropriate back-pay.

B. Any employee found to be manufacturing, distributing, dispensing, possessing, or using an illegal substance on or off duty shall upon detection be immediately suspended without pay pending an investigation by the Police Chief or designee. Should the employee be judged to be in violation of this Article, he/she may be subject to discipline up to and including termination.

C. While on duty, any employee reasonably suspected of being under the influence of a legally obtained drug to the extent that such use impairs the ability of the employee, affects the safety of co-workers, impairs the employee's job performance or the safe or efficient operation of equipment, with the concurrence of a second supervisor, shall be immediately suspended with pay pending an investigation by the Police Chief or designee. Should the employee be judged to be in violation of this Article, he/she may be subject to discipline up to and including termination.

Section 2 In an effort to identify and eliminate on or off-duty controlled substance/illegal substance and/or alcohol abuse, appropriate tests as determined by the City may be administered as provided herein:

- A. as part of any scheduled physical or fitness for duty examination program where participation is required of department personnel;
- B. following any on-duty accident or serious incident involving damage to property or personal injury where the City has reasonable suspicion based upon objective factors that the involved employees may be under the influence of alcohol, an illegal drug, or abusing a legal drug;

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

- C. where the City at any time has a reasonable suspicion that an employee has possession of or is manufacturing, using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician;
- D. as a condition of employment for all bargaining unit members;
- E. in cases in which an employee is acting in an abnormal manner and the supervisor has reasonable suspicion to believe that the employee is under the influence of illegal drugs or alcohol.
- F. The parties agree that the Police Chief may, for any reason or at random, require up to twenty percent (20%) of the officers in the Bargaining Unit to submit to a complete physical examination, including E.K.G., blood pressure, blood work, etc., and chemical drug testing. No employee may be required to submit to such a test more than once a year.
- G. Any time that an employee is involved in an accident while operating a City vehicle, whether on or off duty, the employee may be required to submit to alcohol/chemical drug test immediately. Employees must follow relevant policies for reporting accidents in a City vehicle whether on or off duty.

Section 3 Testing requires the approval of the department head or designee within the department. Testing for drugs or illegal substances shall be done through a blood, urine, or both analyses at the City's discretion. Testing for alcohol will be done through a breathalyzer, unless the officer is physically unable to perform a breathalyzer, in which case a blood analysis may be used for administrative purposes only. Urine samples shall be collected under supervision of the collection site personnel. The collection site shall maintain a record of the "chain of custody" of urine specimens.

Urine or blood samples shall be taken under the direct supervision of a medical doctor licensed in the State of Florida.

In the event a urine specimen is tested as positive under the drug testing screen as specified in Section 4, a portion of that sample shall be subjected to a gas chromatography/mass spectrophotometry (GC/MS) testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

Section 4 Drugs, their metabolites, alcohol, and other substances for which the City will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), propoxyphene, fentanyl, meperidine, nalbuphine, oxycodone/oxymorphone,

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

pentazocine, ecstasy screen, opiates, methadone and phencyclidine. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. Employees shall be required to document their legal drug, substance, or both use, as defined above, within twenty-four (24) hours of their initial drug screening tests. Test results shall be treated with the same confidentiality as other medical records.

The standards to be used for employee drug testing will be in accordance to generally accepted National Institute of Drug Administration (NIDA) toxicology standards. The standard for alcohol testing will be a blood alcohol concentration of 0.05 or greater.

Section 5 Refusal to comply with an order to submit to such an examination will constitute the basis for disciplinary action up to and including dismissal. Any positive test for a controlled substance shall result in a recommendation for discipline up to and including dismissal.

The City, in addition to any appropriate disciplinary actions, shall refer any employee who tested positive to an Employee Assistance Program from assessment, counseling, and referral for treatment or rehabilitation as appropriate. The costs for such referral, treatment, or rehabilitation shall not be borne by the City.

Section 6 The employee is required as a condition of employment to notify his/her department head of any criminal drug statute conviction occurring in the work place no later than five (5) calendar days after such conviction. Failure to comply with this provision shall be considered as a voluntary resignation not in good standing.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

ALPHABETICAL INDEX OF ARTICLES

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Arbitration	43	58
Assignment Pay	19	23
Basic Workweek and Overtime	30	30
Bereavement Leave	25	28
Bulletin Board	9	12
Call-Back Pay	22	26
Clothing Maintenance	47	64
Commendation Paid Leave	29	30
Comprehensive Health Care Program	45	61
Court Appearances	24	27
Departmental Policies, Rules and Regulations	50	66
Discipline and Discharge	15	20
Donation of Accrued Sick/Vacation Leave	41	50
Drug Free Workplace	62	71
Dues Deduction	5	4
Duration of Agreement, Dates	56	70
Entire Agreement	55	69
Equal Employment Opportunity/Affirmative Action	6	7
FOP Representation	8	10
Grievance Procedures	42	52
Holidays	31	32
Information Requests	11	14
Injury Pay (I-Time) and Light Duty Assignments	21	25
Involuntary Transfers	38	43
Jury Duty	27	30
Layoff and Recall	33	35
Leave Without Pay	34	37
Legal Benefit	13	17
Longevity Pay	20	24
Management Rights	14	18
Maternity Leave	35	37
Military Leave	26	29
Modifications to Retirement System	46	62
No Strike or Lock Out	3	2
Non-Discrimination	4	3
Off-Duty Employment	52	68
Performance Rating Review	44	60
Personally Assigned Vehicle (PAVe) Program	10	13
Personnel Records	53	68
Promotional Examinations	36	39
Rates of Pay	17	21
Recognition	1	1
Retiree Health Care Benefits	60	70
Rights of Law Enforcement Officers While Under Investigation	12	14
Savings Clause	54	69
Seniority	32	35
Shift Assignment	37	42
Sick Leave	40	46
Standby Pay	23	27
Subcontracting	16	20

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

<u>TITLE</u>	<u>ARTICLE</u>	<u>PAGE</u>
Temporary Assignment	18	23
Time Pool	7	8
Tobacco Use	61	71
Tuition Payment Plan	48	65
Use of Force	51	67
Vacation Leave	39	44
Vacant	2	2
Vacant	28	30
Vacant	49	66
Vacant	57	70
Vacant	58	70
Vacant	59	70

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31 – Officers and Sergeants
October 1, 2016 through September 30, 2017**

IN WITNESS WHEREOF, the parties execute the foregoing collective bargaining agreement as follows:

For: City of Fort Lauderdale



John P. Seiler, Mayor



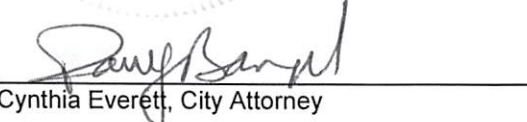
Lee R. Feldman, City Manager

Attest: 

~~Jonda Joseph, City Clerk~~

Jeffrey A. Modarelli, City Clerk

Approved as to form:

for 

Cynthia Everett, City Attorney

For: Fort Lauderdale Fraternal Order of
Police, Lodge No. 31, Inc., a Florida
not for profit corporation



Jack Lokeinsky, President



Michael Tucker, Vice President



Vincent Castiglia, Negotiating Team Member



Richard Fortunato, Negotiating Team Member



John Lefferts, Negotiating Team Member



Luan Malushi, Negotiating Team Member



Paul Maniates, Negotiating Team Member

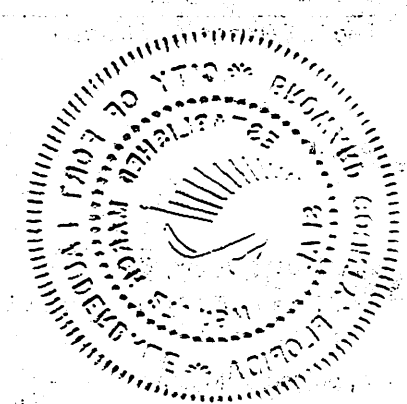


Joseph Mogavero, Negotiating Team Member

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
THE UNIVERSITY OF THE STATE OF NEW YORK

OFFICE OF THE STATE EDUCATION DEPARTMENT
123 WEST STATE STREET
ALBANY, NEW YORK 12242

STATE OF NEW YORK
COUNTY OF ALBANY



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