

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

October 1, 2023 - September 30, 2026

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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 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 affect 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.

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.

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, gender identity, marital or familial status, disability, sexual orientation, or other characteristic protected by law.

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.

**Agreement Between City of Fort Lauderdale
and FOP, Lodge 31- Officers and Sergeants
October 1, 2023, through September 30, 2026**

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 and revocation form.

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 or 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) and one (1) copy to the Union. 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 the Police Department and the Union. The parties agree that by mutual agreement, they may modify this process during the term of this Agreement.

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 - Police Department

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 done 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.

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 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 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 their 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

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 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.

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- 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 the 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 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 workforce, 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.
- 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.
- N. Through the City Manager or designee, to enter into and administer Last Chance Agreements with the Union and bargaining unit members, and to enter into and administer any Memorandum of Understanding with the Union to memorialize an interpretation of any

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. A Supervisor/Employee Interview form 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 their 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 their designee within ten (10) working days of the transfer. There shall be no further appeal.

Section 4. A supervisor/Employee Interview form 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. Pre-Discipline Procedures

Section 5.1 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 of the proposed discipline described in Section 1 of this Article, 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 proposed disciplinary action is unwarranted. If the employee does not request such hearing within ten (10) working days, the hearing shall be considered waived.

Section 5.2 If a written request for a hearing from the employee 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 proposed disciplinary action shall be reviewed with the employee. The Union Steward and/or 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 5.3 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 5.4 The Police Chief or their designee, within ten (10) working days following the close of the hearing, will submit to the City Manager a recommendation for action. In considering the

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.

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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. 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 P001.

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 of October 2023, the pay ranges shall be adjusted by the increase in the Consumer Price Index (CPI) for Social Security calculated for the previous January 1, with a minimum increase of three percent (3.0%) and a maximum increase of four percent (4.0%).

Effective the first full pay period of October 2024, the pay ranges shall be adjusted by the increase in the Consumer Price Index (CPI) for Social Security calculated for the previous January 1, with a minimum increase of three percent (3.0%) and a maximum increase of four percent (4.0%).

Effective the first full pay period of October 2025, the pay ranges shall be adjusted by the increase in the Consumer Price Index (CPI) for Social Security calculated for the previous January 1, with a minimum increase of three percent (3.0%) and a maximum increase of four percent (4.0%).

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 three (3) consecutive shifts the employee shall be paid five percent (5%) above the employee's current straight time rate for all work performed in the temporary position beginning the start of the first shift. Employees shall not receive temporary assignment pay for paid or unpaid time off taken during the assignment.

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.

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Homicide Unit
Rapid Offender Control Unit
Traffic Homicide Sergeant
Violent Crimes Unit
Special Victims Unit

Section 9. The development of On-Call Units and related pay supplements in Sections 7 and 8 of this Article are intended to replace Article 23 - Standby Pay. The Police Department shall not place Bargaining Unit Members not assigned to an On-Call Unit on standby, except in the event of a civil emergency under Article 14, Section 3 of this Agreement. If Bargaining Unit Members are placed on standby for a civil emergency under Article 14, Section 3 of this Agreement, such members shall not be eligible for standby pay or any other compensation. If the Department desires to create new or expand in scope existing On-Call Units, the Department and the Union shall identify a mutually acceptable percentage differential applicable to the new or expanded On-Call Unit.

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 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 ninety (90) calendar days following the day of the injury.

Section 3. Following the first ninety (90) 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 ninety (90) 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 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 on 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.

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 workplace 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 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;
- C. in such cases, the employee will be permitted to keep any witness fee received;
- D. a minimum of three (3) hours at one and one-half (1-1/2) times the regular rate. The three (3) 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. Court Standby:

On any duty or non-duty day, an employee who has been instructed to remain on standby in connection with a court appearance, 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 court related standby assignments. On a non-duty day on which an employee is required to stand by for a court appearance for eight (8) hours, the employee shall receive four (4) hours plus one (1) additional hour at straight time.

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 per occurrence 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.

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

The terms "parents", "mother" and "father" means biological or adoptive parents of the employee and the employee's spouse or 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 stepchild, 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 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 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.

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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.

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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.

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Section 8. 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 9. 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 10. 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 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

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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.

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Promotional Assessment Exercise	March following the January Written Test Examination.
Promotional Register Results/Final Score	April 15th following completion of the January Written Test Examination and March Assessment Exercise

PROMOTIONAL EXAMINATION TIMELINE FOR THE RANK OF LIEUTENANT

Announcement of the Promotional Examination for the rank of Lieutenant	June 15th of the calendar year of the Promotional Examination for the rank of Lieutenant
Closing date of application	August 15th following the June 15 th announcement of the promotional examination
Cut-off to meet minimum eligibility test requirements	August 15th following the June 15 th announcement of promotional examination
Promotional Written Test Examination including challenges, review, and adjustments	September following the August 15 th application closing/minimum eligibility requirement cut-off date
Promotional Assessment Exercise	November following the September Written Test Examination
Promotional Register Results/Final Score	December 22nd following the completion of the September Written Test Examination and November Assessment Exercise

Section 2. Eligibility for the rank of Sergeant:

1. For a Police Officer to be eligible to take the examination for a promotion to the rank of Sergeant, the following eligibility requirement must be met:
 - Four (4) or more years in the rank of Police Officer with the City of Fort Lauderdale.
2. All candidates must meet the minimum eligibility requirement by November 30th following the October 1st announcement of the promotional examination.

Section 3. Eligibility for the rank of Lieutenant:

1. For a Sergeant to be eligible to take the examination for a promotion to the rank of Lieutenant, the following eligibility requirement must be met:
 - Two (2) or more years in the rank of Sergeant with the City of Fort Lauderdale.
2. All candidates must meet the minimum eligibility requirement by August 15th following the June 15th announcement of the promotional examination.

Section 4. Promotional Examination Weights

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- The Assessment Exercise components will be based on the job requirements for the position under consideration.
- The assessors shall consist of law enforcement command personnel selected from police agencies outside Broward County.
- All Assessment Exercise assessors and other Assessment Exercise participants shall have no acquaintance with the promotional candidates.
- Orientation sessions will be provided by the testing consultant on dates prior to the Assessment Exercise to provide qualified candidates with an overview of the Assessment Exercise process.
- Orientation sessions shall be scheduled at times that will afford an opportunity for all candidates to attend.
- Qualified candidates shall be afforded the opportunity to attend a feedback session with the consultant company that administered this Exercise, to review their individual Assessment Exercise results.

Section 7. Preference Points

1. Veteran's preference points shall be added to the combined score for eligible candidates in accordance with Florida Statutes.
2. Service credits points shall be added to the combined score for the candidate's 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.
3. Any current or former Field Training Officer (FTO) will receive 1/4 point for each continuous year worked in Police Officer (Job Specification Number 614) up to a maximum of four (4) years for years for promotion to Police Sergeant. Duty as a FTO must have been obtained/served no later than the closing date of the promotional announcement.
4. Veteran's preference points, Service Credits points, and FTO points shall be added to establish a Final Score.

Section 8. Final Score Calculation

1. The **Final Score** shall be transparent, providing each candidate with the scores obtained in the written test, assessment exercise, and the point(s) obtained for each area earned as outlined in Section 7.

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

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 ten (10) working days' notice prior to the transfer in order that the employee may arrange for an orderly change. The ten (10) 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 rescind the transfer as part of the remedy if the arbitrator determines that the employee did not commit the disciplinary offense.

Section 4.1 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.

Section 4.2 Sergeants transferred from specialty units to the Uniformed Patrol Division will be permitted to select a shift, district and days off based upon Classification seniority. Any less senior non-probationary Sergeants assigned routine patrol duties displaced as the result of such shift pick shall have the same bumping right.

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.

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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.

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Section 4. 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 employment. If the employee does not so utilize such hours, such leave shall remain as Sick Leave at the original value thereof.

Section 5. 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. Request Sick Leave 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 6. Claiming Sick Leave when physically fit shall be cause for dismissal.

Section 7. 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 8. 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.

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. Requests for donations can be made one (1) pay period prior to the employee exhausting all Sick/Vacation leave.

Section 1.1 Extraordinary circumstances shall be defined as, but not limited to, lengthy hospitalization, critical illness, or injury, or when caring for terminally ill immediate family as defined in Article 40.

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 shall distribute donation 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 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 3.2 The maximum amount of donated time is limited to 180 days (1,440 hours) per twelve-month period. The maximum amount may be increased at the sole discretion of the Chief. The Chief's decision is not subject to the grievance procedure.

Before an employee is eligible to receive donated leave, his or her physician must certify that the employee, due to one or more of the extraordinary circumstances identified in Section 1.1, is unable to perform his/her duties.

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 done for hours utilized. The rate of pay used for each donor will be in effect at the time the donation form is signed.

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

Section 5. The Police Department timekeeper will immediately notify Human Resources of the employee's return to work or of any major change in the employee's physical condition.

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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 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.

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 party filing the grievance shall have thirty (30) calendar days to request a seven arbitrator panel of local arbitrators from the Federal Mediation and Conciliation Service (FMCS). Failure to timely request a panel will be considered a dismissal of the grievance with prejudice. 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. The party requesting the additional panel shall be responsible for any fees associated with the additional panel requested. 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 parties will notify FMCS, who will 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 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.

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 within two (2) weeks after the employee requests such review. If after such review the employee still believes the rater was prejudiced, the employee may appeal the marginal or unsatisfactory performance rating to a Rating Review Committee as provided in Section 3. 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 their 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:

- 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 chairperson 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 Rating Review Committee for their consideration.

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 one thousand eighty-nine dollars (\$1,089) per month to the plan for all sworn budgeted positions, including vacancies. Effective January 1 of each contract year, the City contribution shall be adjusted, if necessary, to equal any higher contribution paid by the City for any other City bargaining unit. Any amounts above the City's contribution will be paid by the employee. The City will not be required to pay the premium for the months of October 2023 and October 2024.

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 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.

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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.

Section 6. Section 20-130 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to increase the employee contribution to ten (10%) of pensionable earnings. In the case of DROP participants, an employee contribution equal to the difference between the pre-DROP employee contribution and ten percent (10%) of pensionable earnings shall be paid throughout the DROP period.

Section 7. Section 20-129 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to permit Tier 2 members to enter DROP upon the completion of twenty (20) years of creditable service for a period of eight (8) years. Upon entering DROP at the completion of twenty (20) years, the members shall have irrevocably elected to make the ten percent (10%) employee contribution for the first five (5) years of the DROP. In the event the member leaves DROP prior to the completion of eight (8) years, the additional contribution shall not be refunded. In the event a member voluntarily leaves service prior to the completion of five (5) years in DROP, the member shall be treated as if he or she had taken an early service retirement and will incur the actuarial reduction as required by law. The provisions of this section shall become effective on the first day of the month after the City Code is amended to implement the provisions of this section.

Section 8. Section 20-129 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to permit Tier 1 members to participate in the eight (8) year DROP by entering DROP no earlier than the completion of twenty (20) years of creditable service and paying the increased employee contribution of 1.75% during any period of DROP participation in excess of the maximum period otherwise permitted. In the event a member begins the extended DROP period but leaves prior to the completion of eight (8) years in DROP, the additional contribution shall not be refunded. The provisions of this section shall become effective on the first day of the month after the City Code is amended to implement the provisions of this section.

Section 9. Chapter 20, Article IV, Division 3 of the Code of Ordinances of the City of Fort Lauderdale shall be amended to include the following:

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- C. The normal retirement date for Police Officer Members hired on or after April 1, 2014, is changed from twenty (20) years of service to twenty-four (24) years of service regardless of age, with the normal retirement date of age fifty-five (55) years with ten (10) years of service remaining unchanged.
- D. A self-directed DROP plan will be established as an option for current and future DROP participants. The plan shall provide a 90-day window for current DROP participants to decide whether to opt into the self-directed DROP program. Elections to participate in the self-directed DROP will be irrevocable.
- E. If approved in writing by the State of Florida Division of Retirement, a window of not to exceed two years to elect a ten (10) year DROP for Law Enforcement Officers and Sergeants that participate in the self-directed DROP. A Law Enforcement Officer or Sergeant promoted to Lieutenant or higher rank would automatically be converted back to the eight (8) year DROP period.

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
Certificate*	100%

*To qualify for a tuition refund for a certificate, prior written approval must be obtained from the Police Chief and Director of Human Resources before beginning any course work.

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 reimbursement shall be offset by all scholarships or grant money received for the purpose of paying the tuition to be reimbursed by the City. 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 December 3, 2013, 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 refund, the City may deduct the amount of any such refund from any salary, wages, sick leave, vacation leave, or other payouts due to the employee from the City.

Section 3.2 For all courses enrolled in subsequent to December 3, 2013, 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

ARTICLE 49 – DEATH IN THE LINE OF DUTY

In the event the City determines that a bargaining unit member died in the line of duty, the City shall reimburse the Union for expenses incurred by the Union in connection with funeral and memorial services for the fallen officer. Reimbursement for expenses shall not exceed fifty thousand dollars (\$50,000.00) and shall not be available for the purchase of alcoholic beverages or other non-essential expenses as determined by the City Manager. The Union agrees to provide the City with receipts for reimbursable expenses within thirty (30) days of incurring the expenses.

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 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.

Section 6. Employee Interview Forms kept in the personnel file shall not be used for progressive disciplinary purposes after two (2) years from the date of issuance. Reprimands kept in the personnel file shall not be used for progressive disciplinary purposes after three (3) years from the date of issuance.

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 57 - VACANT

ARTICLE 59 - VACANT

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, chewing or dipping tobacco, or any other kind of tobacco products 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 members 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 buildings or areas owned, operated, occupied, or used by the Police Department on a routine basis including Department vehicles. Any bargaining unit member who violates this provision may be subject to disciplinary action up to and including discharge.

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- 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, 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.

**SCHEDULE III
PAY RANGE AMOUNTS
EFFECTIVE OCTOBER 1, 2023
FRATERNAL ORDER OF POLICE OFFICERS & SERGEANT**

(614) POLICE OFFICER (CERTIFIED) HIRED PRIOR TO OCTOBER 1, 2017

PAY RANGE	STEP	HOURLY RATE	BI-WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
P001	A	\$36.97	\$2,957.60	\$6,408.13	\$76,897.60
P001	B	\$38.49	\$3,079.20	\$6,671.60	\$80,059.20
P001	C	\$40.01	\$3,200.80	\$6,935.07	\$83,220.80
P001	D	\$41.62	\$3,329.60	\$7,214.13	\$86,569.60
P001	E	\$43.12	\$3,449.60	\$7,474.13	\$89,689.60
P001	F	\$44.68	\$3,574.40	\$7,744.53	\$92,934.40
P001	G	\$46.18	\$3,694.40	\$8,004.53	\$96,054.40
P001	H	\$47.74	\$3,819.20	\$8,274.93	\$99,299.20
P001	I	\$49.36	\$3,948.80	\$8,555.73	\$102,668.80
P001	J	\$50.91	\$4,072.80	\$8,824.40	\$105,892.80
P001	K	\$52.45	\$4,196.00	\$9,091.33	\$109,096.00
P001	L	\$54.29	\$4,343.20	\$9,410.27	\$112,923.20

(614) POLICE OFFICER (CERTIFIED) HIRED ON OR AFTER OCTOBER 1, 2017

PAY RANGE	STEP	HOURLY RATE	BI-WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
P001	A	\$36.97	\$2,957.60	\$6,408.13	\$76,897.60
P001	B	\$38.49	\$3,079.20	\$6,671.60	\$80,059.20
P001	C	\$40.01	\$3,200.80	\$6,935.07	\$83,220.80
P001	D	\$41.62	\$3,329.60	\$7,214.13	\$86,569.60
P001	E	\$43.12	\$3,449.60	\$7,474.13	\$89,689.60
P001	F	\$44.68	\$3,574.40	\$7,744.53	\$92,934.40
P001	G	\$46.18	\$3,694.40	\$8,004.53	\$96,054.40
P001	H	\$47.74	\$3,819.20	\$8,274.93	\$99,299.20
P001	I	\$49.36	\$3,948.80	\$8,555.73	\$102,668.80
P001	J	\$50.91	\$4,072.80	\$8,824.40	\$105,892.80
P001	K	\$54.29	\$4,343.20	\$9,410.27	\$112,923.20

(628) POLICE OFFICER K-9 HIRED ON OR AFTER OCTOBER 1, 2017

PAY RANGE	STEP	HOURLY RATE	BI-WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
K901	A	\$36.97	\$3,179.42	\$6,888.74	\$82,664.92
K901	B	\$38.49	\$3,310.14	\$7,171.97	\$86,063.64
K901	C	\$40.01	\$3,440.86	\$7,455.20	\$89,462.36
K901	D	\$41.62	\$3,579.32	\$7,755.19	\$93,062.32
K901	E	\$43.12	\$3,708.32	\$8,034.69	\$96,416.32
K901	F	\$44.68	\$3,842.48	\$8,325.37	\$99,904.48
K901	G	\$46.18	\$3,971.48	\$8,604.87	\$103,258.48
K901	H	\$47.74	\$4,105.64	\$8,895.55	\$106,746.64
K901	I	\$49.36	\$4,244.96	\$9,197.41	\$110,368.96
K901	J	\$50.91	\$4,378.26	\$9,486.23	\$113,834.76
K901	K	\$54.29	\$4,668.94	\$10,116.04	\$121,392.44

(629) POLICE SERGEANT K-9

PAY RANGE	STEP	HOURLY RATE	BI-WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
K902	A	\$49.26	\$4,236.36	\$9,178.78	\$110,145.36
K902	B	\$50.45	\$4,338.70	\$9,400.52	\$112,806.20
K902	C	\$51.79	\$4,453.94	\$9,650.20	\$115,802.44
K902	D	\$53.04	\$4,561.44	\$9,883.12	\$118,597.44
K902	E	\$54.34	\$4,673.24	\$10,125.35	\$121,504.24
K902	F	\$55.65	\$4,785.90	\$10,369.45	\$124,433.40
K902	G	\$57.11	\$4,911.46	\$10,641.50	\$127,697.96
K902	H	\$58.60	\$5,039.60	\$10,919.13	\$131,029.60
K902	I	\$60.05	\$5,164.30	\$11,189.32	\$134,271.80
K902	J	\$61.52	\$5,290.72	\$11,463.23	\$137,558.72
K902	K	\$63.06	\$5,423.16	\$11,750.18	\$141,002.16

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


For: City of Fort Lauderdale


Dean J. Trantalis, Mayor

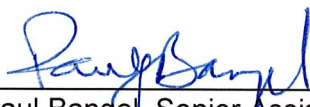
ATTEST:


David Solomon, City Clerk




Greg Chavarria, City Manager


Approved as to form:



Paul Bangel, Senior Assistant City Attorney

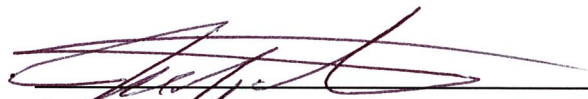
For: Fort Lauderdale Fraternal Order of
Police, Lodge No. 31, Inc., a Florida
not for profit corporation


Scott Moseley, President



Scott Hoffer, Vice President


Danny Fernandez, Vice President


Vinny Falzone, Secretary


Jay Smith, Treasurer


Stefan Silver, Sergeant-At-Arms


Robert Strout, Chaplain


John Gaul, Trustee


Eric, Pekrol, Trustee



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2C

Today's Date: 2 / 29 /2024

DOCUMENT TITLE: THE FORT LAUDERDALE POLICE LODGE 31 – POLICE OFFICERS AND SERGEANTS – COLLECTIVE BARGAINING AGREEMENT (10/2023 – 9/2026)

COMM. MTG. DATE: 9/19/2023 CAM #: 23-0738 ITEM #: R-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

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

Date to CCO: 2/29/24

Paul G. Bangel
Attorney's Name

PGB/jr
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 02/29/24

3) City Manager's Office: CMO LOG #: MAR 01 Document received from: CCO 3/1/24

Assigned to: GREG CHAVARRIA ☒
ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date)

S. Grant (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☒ Mayor ☐ CCO Date: 3/5/24

4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 2 originals to: R. Cormier/HR/Ext. 3306

Attach ___ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO

PGB**R-4** 23-0738

Resolution Approving and Ratifying a Collective Bargaining Agreement Between the City of Fort Lauderdale and the Fraternal Order of Police, Lodge 31 - Police Officers and Sergeants Effective October 1, 2023 Through September 30, 2026 and Authorizing Execution of the Collective Bargaining Agreement - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PGB**R-5** 23-0875

Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2023 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED AS AMENDED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

**R-6
MANAGER**23-0921

Resolution Providing Notice of Intent to Enter into a Comprehensive Agreement for a Qualifying Project Submitted as an Unsolicited Proposal to Construct, Operate, and Maintain a Water Taxi Terminal Located at 1001 Seabreeze Blvd and to Accept Other Proposals for the Same Project; Declaring City-owned Lands and any Improvements thereon are not Needed for Governmental Purposes; and Providing Notice of Intent to Offer said Property for Lease Under Competitive Conditions Pursuant to Section 255.065, Florida Statutes (2021) and Section 8.09 of the City Charter - (Commission District 2)

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PGB**R-7** 23-0817

Resolution Authorizing the Issuance of Water and Sewer Revenue Bonds, Series 2023A and 2023B - \$550,000,000 - (Commission Districts 1, 2, 3 and 4)

ADOPTED AS AMENDED


Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#23-0738

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager 

DATE: September 19, 2023

TITLE: Resolution Approving and Ratifying a Collective Bargaining Agreement Between the City of Fort Lauderdale and the Fraternal Order of Police, Lodge 31 - Police Officers and Sergeants Effective October 1, 2023 Through September 30, 2026 and Authorizing Execution of the Collective Bargaining Agreement - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission adopt a resolution approving and ratifying a Collective Bargaining Agreement between the City of Fort Lauderdale and the Fraternal Order of Police (FOP), Lodge 31 - Police Officers and Sergeants effective October 1, 2023 through September 30, 2026.

Background

The previous FOP Collective Bargaining Agreement for Officers and Sergeants expired on September 30, 2022. The City and the FOP began negotiations for a successor agreement in August 2022 and met 17 times. Through these negotiations, the City and the FOP came to tentative agreements (a one-year agreement expiring September 30, 2023 and a three-year agreement expiring September 30, 2026). The tentative agreements were presented to the FOP membership for ratification and the FOP advised the City that the respective employees voted to ratify the agreements.

Resource Impact

There is no resource impact in FY 2023. Costs associated with the agreement are incorporated into the FY 2024 Budget. Exhibit 3 provides details of the significant cost drivers included in the agreement.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Public Safety Focus Area
- Goal 6: Build a safe and well-prepared community.
- Objective: Prevent and solve crime in all neighborhoods

- The Internal Support Focus Area
- Goal 7: Build a values-based organization dedicated to developing and retaining qualified employees.
- Objective: Establish an organizational culture that fosters rewarding, professional careers

The item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

Related CAM

#23-0739

Attachments

Exhibit 1 - Tentative Agreement with the Fraternal Order of Police, Lodge 31 - Police Officers and Sergeants, effective October 1, 2023 through September 30, 2026 (redline)

Exhibit 2 - Tentative Agreement with the Fraternal Order of Police, Lodge 31 - Police Officers and Sergeants, effective October 1, 2023 through September 30, 2026 (clean)

Exhibit 3 - Significant Cost Drivers FOP- Officers and Sergeants

Exhibit 4 - Resolution

Prepared by: Richard Cormier, Employee Relations Manager

Department Director: Jerome Post, Human Resources Director