

**CALL OF A SPECIAL REGULAR MEETING
OF THE CITY COMMISSION
OF THE CITY OF FORT LAUDERDALE, FLORIDA
TO BE HELD ON TUESDAY, MAY 27, 2008**

TO: Mayor Jim Naugle
Vice Mayor Cindi Hutchinson
Commissioner Christine Teel
Commissioner Charlotte E. Rodstrom
Commissioner Carlton B. Moore

DATE: May 22, 2008


George Gretsas, City Manager
John Herbst, City Auditor
Jonda K. Joseph, City Clerk
Harry A. Stewart, City Attorney
Bruce Roberts, Chief of Police

YOU ARE HEREBY NOTIFIED THAT by virtue of the authority vested in me/us, i.e., the Mayor, any two (2) members of the City Commission, or the City Manager, pursuant to Section 3.12 of the Charter of the City of Fort Lauderdale, I/we do hereby call a special meeting of the City Commission of the City of Fort Lauderdale to be held:

AT: 8th floor Conference Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale
ON: Tuesday, May 27, 2008, at 10:30 a.m.

Ratification of Contracts - Fraternal Order of Police, Lodge 31 – Police Lieutenants and Captains; and Police Officers and Sergeants, effective June 3, 2008 – September 30, 2009



Jim Naugle, Mayor

George Gretsas, City Manager

Charlotte E. Rodstrom, Vice Mayor

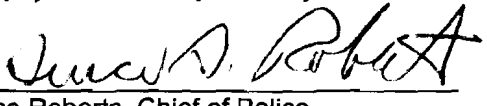
John Herbst, City Auditor

Christine Teel, Commissioner

Jonda K. Joseph, City Clerk

Cindi Hutchinson, Commissioner

Harry A. Stewart, City Attorney

Carlton B. Moore, Commissioner

Bruce Roberts, Chief of Police

NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you desire auxiliary services to assist in viewing or hearing the City Commission meetings or reading agendas and minutes for the meetings, please contact the City Clerk's Office at 954-828-5002 and arrangements will be made to provide these services for you.

CITY COMMISSION SPECIAL MEETING AGENDA

May 27, 2008 - 10:30 A.M.

City Hall
8th Floor Conference Room
100 North Andrews Avenue
Fort Lauderdale, Florida

Roll Call

RESOLUTIONS

**RATIFICATION OF CONTRACT – FRATERNAL ORDER OF POLICE, LODGE 31
POLICE LIEUTENANTS AND CAPTAINS** (R-01)

A resolution ratifying tentative agreement – Fraternal Order of Police, Lodge 31 – Police Lieutenants and Captains effective May 27, 2008 – September 30, 2009..

Recommend: Introduce resolution.
Exhibit: Memo No. 08-114 from City Manager.

**RATIFICATION OF CONTRACT – FRATERNAL ORDER OF POLICE, LODGE 31
POLICE OFFICERS AND SERGEANTS** (R-02)

A resolution ratifying tentative agreement – Fraternal Order of Police, Lodge 31 – Police Officers and Sergeants effective May 27, 2008 – September 30, 2009..

Recommend: Introduce resolution.
Exhibit: Memo No. 08-115 from City Manager.

Adjourn

Posted May 23, 2008

MEMORANDUM NO. 08-114

DATE:

TO: Mayor Jim Naugle
Vice-Mayor Charlotte E. Rodstrom
Commissioner Christine Teel
Commissioner Carlton B. Moore
Commissioner Cindi Hutchinson
John Herbst, City Auditor
Jonda K. Joseph, City Clerk
Harry A. Stewart, City Attorney

FROM: George Gretsas, City Manager 

VIA: Averill Dorsett, Director of Human Resources 

BY: Donna Klindt, Administrative Assistant II, Employee Relations

SUBJECT: Ratification of Contract – Fraternal Order of Police (FOP), Lodge 31
(Police Lieutenants and Captains)

Introduce a resolution ratifying the tentative agreement between the City and the Fraternal Order of Police (FOP), Lodge 31 – Police Lieutenants and Captains, effective May 27, 2008 – September 30, 2009. The FOP ratified the tentative agreement on May 22, 2008.

The City and FOP, Lodge 31 – Police Lieutenants and Captains have reached a tentative successor agreement to the collective bargaining agreement that expired on September 30, 2007. Upon ratification by both parties, wages will be increased by five percent (5%) effective the first full pay period following ratification. Employees on payroll as of the date of ratification, will receive one lump sum payment in the amount of five percent (5%) of the employee's pensionable earnings between the first full pay period in October 2007 and the end of the pay period in which ratification of this agreement takes place, and will receive another lump sum payment in the amount of five percent (5%) of the employee's non-pensionable earnings for the same time period.

Effective the first pay period beginning in October 2008, wage rates will be increased by an additional five percent (5%).

The cost for this wage increase during Fiscal Year 2007/2008 is \$104,086 and is \$110,047 for Fiscal Year 2008/2009. Funding is available in the Police Department's budget, Fund 001, Sub Fund 01, POL 030201-1101 (Permanent Salaries).

Attachment: FOP Contract

MEMORANDUM NO. 08-115

DATE:

TO: Mayor Jim Naugle
Vice-Mayor Charlotte E. Rodstrom
Commissioner Christine Teel
Commissioner Carlton B. Moore
Commissioner Cindi Hutchinson
John Herbst, City Auditor
Jonda K. Joseph, City Clerk
Harry A. Stewart, City Attorney

FROM: George Gretsas, City Manager 

VIA: Averill Dorsett, Director of Human Resources 

BY: Donna Klindt, Administrative Assistant II, Employee Relations

SUBJECT: Ratification of Contract – Fraternal Order of Police (FOP), Lodge 31
(Police Officers and Sergeants)

Introduce a resolution ratifying the tentative agreement between the City and the Fraternal Order of Police (FOP), Lodge 31 – Police Officers and Sergeants, effective May 27, 2008 – September 30, 2009. The FOP ratified the tentative agreement on May 22, 2008.

The City and FOP, Lodge 31 – Police Officers and Sergeants have reached a tentative successor agreement to the collective bargaining agreement that expired on September 30, 2007. Upon ratification by both parties, wages will be increased by five percent (5%) effective the first full pay period following ratification. Employees on payroll as of the date of ratification, will receive one lump sum payment in the amount of five percent (5%) of the employee's pensionable earnings between the first full pay period in October 2007 and the end of the pay period in which ratification of this agreement takes place, and will receive another lump sum payment in the amount of five percent (5%) of the employee's non-pensionable earnings for the same time period.

Effective the first pay period beginning in October 2008, wage rates will be increased by an additional five percent (5%).

The cost for this wage increase during Fiscal Year 2007/2008 is \$1,442,337 and is \$1,514,454 for Fiscal Year 2008/2009. Funding is available in the Police Department's budget, Fund 001, Sub Fund 01, POL030201-1101 (Permanent Salaries).

Attachment: FOP Contract

**FOP – POLICE LIEUTENANTS & CAPTAINS
TENTATIVE AGREEMENT**

**CAR 08-0782
EXHIBIT 1**

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Captains & Lieutenants

Tentative Agreement
City: MS Union: h
Date: 11/8/07

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

PREAMBLE

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

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY MAY 2, 2007 PROPOSAL

ARTICLE 60 – RETIREE HEALTH CARE BENEFITS

Section 1 Upon ratification of the Agreement, the City shall pay four hundred dollars (\$400.00) per month for retiree health benefits to bargaining unit members who retire from employment with the City after their Normal Retirement Date, as that date is set forth in the Police and Firefighters' Retirement System. Payment of retiree health benefits shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date, as set forth above, and shall cease upon the bargaining unit member attaining age ~~sixty-five (65)~~ or Medicare eligibility, ~~which ever comes first.~~

Section 2 Bargaining unit members, on Deferred Retirement Option Program (DROP) shall not be eligible for payment of retiree health benefits under Section 1 until termination of employment with the City.

Section 3. ~~A retired employee who is eligible for retiree health benefits and who is reemployed by the City as a Police Captain or Lieutenant, shall not entitled to receive retiree health benefits during the re-employment period for which he or she is also receiving health insurance benefits as an incident of his or her re-employment.~~



ACCEPTED

For FOP



For City



ARTICLE 59 - CHEMICAL DRUG TESTING

FOP Proposal - August 7, 2007
(NO CHANGE)

Section 1. 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 per year.

Section 2. Employees found to test positive for illegal drugs may be subject to discipline up to and including discharge.

Section 3. Nothing in this Article shall, in any manner, affect the right of the Police Chief to require any officer to submit to a fitness for duty examination at any time, which does not include chemical drug testing.

ACCEPTED

For FOP



For City



ARTICLE 58 – VACANT

FOP Proposal - August 7, 2007
(NO CHANGE)

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Captains & Lieutenants

Tentative Agreement
City: FL Union: [Signature]
Date: 3/4/07

*Confidential - Not subject to public disclosure under
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collective bargaining*

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 57 - VACANT

**Confidential - Not subject to public disclosure under
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collective bargaining**

CITY APRIL 2, 2008 PROPOSAL

ARTICLE 56 - DURATION OF AGREEMENT, DATES

Section 1.1 This Agreement shall become effective upon the date of ratification by the parties, and shall remain in full force and effect until 12:00 midnight September 30, 2007 2009.

Section 1.2 This Agreement shall be renewed automatically from year to year thereafter unless either party has given written notice to the other on or before March 15, 2007 2009, or by March 15 of any year thereafter of its desire to negotiate a successor agreement. If such notice is given, negotiations shall begin no later than April 15, 2009 or by April 15 of any year thereafter. ~~The party serving such notice shall submit its proposals in writing no later than ten (10) days prior to the start of negotiations but no later than April 15 of the year in which notice is given. At the initial meeting, the party submitting such proposals shall provide a justification for any change sought. Proposals, counter-proposals, or comments shall be submitted in writing to the party originally serving notice within fifteen (15) days of such meeting. Subsequent negotiations shall be limited to the issues thus raised. If no agreement has been reached within sixty (60) days after negotiations begin, either party may declare that an impasse has occurred, and the parties acting jointly shall immediately seek the appointment of a mediator from the office of the Federal Mediation and Conciliation Service.~~

Section 1.3 ~~If the impasse is not resolved within fifteen (15) days after the appointment of such mediator, the articles upon which tentative agreement by the parties has not been reached shall be submitted to a Special Master selected by the parties from a list of persons who are qualified to serve, which has been provided by the Public Employees Relations Commission to the parties. The parties shall select the Special Master by each alternately striking a name from the panel list until one (1) name remains.~~

ACCEPTED

For FOP



For City

ARTICLE 55 - ENTIRE AGREEMENT

FOP Proposal - August 7, 2007

(NO CHANGE)

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.

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Captains & Lieutenants

Tentative Agreement
City: MTS Union: [Signature]
Date: 7/4/08

***Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MARCH 4, 2008 PROPOSAL

ARTICLE 54 - SAVINGS CLAUSE

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

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

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

For FOP



For City



ARTICLE 53 - PERSONNEL RECORDS

FOP Proposal - August 7, 2007
(NO CHANGE)

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. The Police Department's official personnel file shall be purged as provided in this Section. Upon completion of an employee's performance evaluation, any counseling forms received during that rating period shall be purged from the file. Upon request of the employee, letters of reprimand will be purged, provided the employee has had no disciplinary action or letters of reprimand during the two (2) years immediately preceding the request. Further, any disciplinary actions in an employee's file which are later overturned in the manner provided for in this Agreement shall be deemed rescinded, and the records of such disciplinary action shall be removed from the employee's Police Department personnel file.

Section 4. For the purposes of this Article, investigative and/or internal affairs files shall not be construed as personnel records.

Section 5. 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 6. 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 7. The parties agree to mutually submit a request for a written opinion from the State Attorney General's Office concerning whether the purging provisions of this Article are in conflict with Florida Statutes. The parties agree that the Attorney General's Office opinion shall be binding on both parties with respect to purging of employee personnel files.

PL 10-17-c
PKS

ARTICLE 52 - OFF-DUTY EMPLOYMENT

FOP 31 Proposal - October 17, 2007

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

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

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

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

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

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

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

ACCEPTED

For FOP

For City

ARTICLE 51 - USE OF FORCE

FOP Proposal - August 7, 2007
(NO CHANGE)

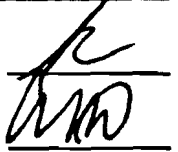
The City and the Union recognize that due to the unique nature of law enforcement, the use of force is occasionally necessary and proper for the Police Department to accomplish its mission.

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.

ACCEPTED

For FOP



ARTICLE 50 - DEPARTMENTAL POLICY, RULES AND REGULATIONS

For City

FOP Proposal - August 7, 2007
(NO CHANGE)

Section 1. It is agreed and understood that the Police Department currently has policy, rules, and regulations governing employment. The Union agrees that such policies, rules, and regulations shall be formulated, amended, revised, and implemented at the sole and exclusive discretion of the City; provided, however, that said formulation, amendment, revision, and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the City shall provide at least ten (10) working days notice of such change to the President of the Union.

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

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

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

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Captains & Lieutenants

Tentative Agreement
City: 115 Union: h
Date: 3/4/08

*Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining*


CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 49 - VACANT

For FOP

For City

Handwritten signatures in black ink, one above the other, positioned to the right of the 'For FOP' and 'For City' labels.

fees, or any other expenses. No coursework shall be performed during working hours unless approved by the employee's department head. In such event, coursework performed during working hours shall be deducted from accumulated annual leave time.

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

For FOP [Signature]
For City [Signature]

ARTICLE 48 - TUITION PAYMENT PLAN

City Proposal - May 2, 2007

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 City Personnel Director, 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 Personnel Director, the City

Manager, and the Police Chief, is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities.

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

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

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

Section 3. 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 or wages due to the employee from the City.

Section 4. In order to be considered for tuition reimbursement, all course work subject to the tuition reimbursement program must be approved prior to the beginning of the class by the Police Chief and the Personnel Director or designee. Any regular employee who is approved for attendance in any eligible educational or training program/course must pay tuition costs directly to, and be accepted for enrollment by, an accredited educational institution. No reimbursement will be made for textbooks, lab

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Captains & Lieutenants

Tentative Agreement
City: FLA Union: FLA
Date: 5/18/08

*Confidential - Not subject to public disclosure under
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CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 47 - VACANT

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collective bargaining***

~~Example No. 6: If an officer attains twenty (20) years of credited service on April 1, 2004 and enters the DROP on that date, the officer may continue in DROP for sixty (60) months until the completion of the twenty-fifth (25th) year of service, unless the officer dies or ceases employment with the City at an earlier date.~~

~~Example No. 7: Officers not already in DROP who have already completed twenty-seven (27) years of creditable service as of April 1, 2004, have no remaining DROP eligibility.~~

~~3. To the extent the above provisions conflict with provisions for DROP Periods commencing prior to April 1, 2004, the pre-April 1, 2004 provisions shall no longer be in effect.~~

~~4. The terms and conditions of DROP for an officer who submits the required election forms and QWBPA release and commences DROP prior to April 1, 2004 shall be governed by the terms and conditions existing at the commencement of the DROP Period. Nothing contained in the DROP provisions applicable to DROP Periods commencing on or after April 1, 2004 shall affect the provisions of DROP for those officers whose DROP Period commenced prior to April 1, 2004.~~

~~5. Within the constraints of existing law, the parties agree to cooperate in shortening the administrative period required as a condition precedent to commencement of a DROP Period as set forth in Sec. 20-120 (b.1) (2).~~

6. Section 3. In the event that a court of competent jurisdiction or a state or local agency with authority to enter a final order determines, at any procedural level, that any provision of the DROP, as amended pursuant to this article, violates federal, state or local age discrimination laws or regulations, the DROP program shall be immediately suspended and no further officers shall be permitted to enter the program. The City and the Union will, as soon as practicable, commence impact bargaining to address the effect of the court or agency determination on this article. Notwithstanding such impact bargaining and in addition to the general severability provisions set forth in the City's retirement ordinance at the time these modifications are ratified by the City Commission, the DROP plan may, at the City's option, be immediately terminated as specified in Section 20-129(b.1)(10)a-d of the City Code of Ordinances after notice to the Union, the Trustees and the affected officers then in DROP.

7. Section 4. None of the modifications to the Deferred Retirement Option Program set forth in this Article the prior Agreement between the parties shall be construed as an admission that the program in effect prior to these modifications was contrary to any law or administrative regulation for purposes of any pending or future litigation, internal or external administrative charge or other claim related to or arising out of the DROP program.

Section 4 5. The City and the Union acknowledge the requirements of the Florida Constitution (1968) and Florida Statutes shall be met prior to any change in any pension or retirement benefit.

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collective bargaining**

~~B. Officers may participate in DROP for a maximum of sixty (60) months provided the officer enters the DROP on or before the first day of the month coincident with or next following the date the Officer completes twenty two (22) years of credited service, without regard to age. For each month, or fraction thereof, following the completion of the twenty second (22nd) year of credited service that an officer delays entry into the DROP, the sixty (60) month DROP participation period shall be reduced by one month or fraction thereof.~~

~~C. Officers who were eligible to participate in the DROP prior to April 1, 2004 but have not yet entered DROP may elect between the terms of the DROP in effect prior to that date or the terms set forth in this section, but not both. On and after April 1, 2004, DROP eligibility and participation shall terminate upon the earlier of (i) sixty (60) months of DROP participation, (ii) completion of the twenty seventh (27th) year of credited service, (iii) the member's death during DROP Retirement, or (iv) termination of employment with the City. Examples of the application of this section shall be as outlined below:~~

~~Example No. 1: An officer who reached the normal retirement date of twenty (20) years of credited service and age 45 on April 1, 2002 and did not enter DROP until March 1, 2004, is limited to 3 years and one month in the DROP. Such officer's DROP Participation would be governed by the pre April 1, 2004 rules which provide for a maximum participation of 60 months, with a reduction of one month, or fraction thereof, for each month's (or fraction thereof) delay in entering DROP. However, if the same officer waits to enter the DROP until April 1, 2004, the officer will be eligible to participate for 60 months, as the officer will not reach 27 years of service for 5 years after April 1, 2004, unless the officer dies or ceases employment with the City at an earlier date.~~

~~Example No. 2: If the same officer reached the normal retirement date of twenty (20) years of credited service and age 45 on April 1, 2000 and enters DROP under the pre-April 1, 2004 rules on March 1, 2004, the officer will be limited to one year and one month of DROP participation. However, if the officer waits to enter DROP until April 1, 2004, the officer will be eligible to participate in DROP for three (3) years, as the officer will reach twenty seven (27) years of service within three (3) years of entry into DROP.~~

~~Example No. 3: On March 20, 2004 an officer reaches age 45 with 24 years service and is eligible for 5 years of DROP (24 to 29 years); provided that the officer enters DROP on or before March 31, 2004. However, under the new rules as of April 1, 2004, the same officer has 24 years of service but is only eligible for 3 years of DROP (24 to 27 years).~~

~~Example No. 4: If an officer attains twenty (20) years of service on April 1, 2004 and enters the DROP on April 1, 2006, the officer may continue in DROP for sixty (60) months until the completion of the twenty seventh (27th) year of creditable service unless the officer dies or ceases employment with the City at an earlier date.~~

~~Example No. 5: If an officer attains twenty (20) years of creditable service on April 1, 2004 and delays entering DROP until April 1, 2007, the officer may continue in DROP for forty eight (48) months until reaching twenty seven (27) years of creditable service, unless the officer dies or ceases employment with the City at an earlier date.~~

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collective bargaining**

CITY MAY 8, 2008 PROPOSAL

ARTICLE 46 - MODIFICATIONS TO RETIREMENT SYSTEM

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

Section 2 1. The City and the Union acknowledge that the City's mandatory retirement system is administered, supervised, and managed by a Board of Trustees accountable as fiduciaries to employee members of the retirement system. The Board of Trustees is not a party to this Agreement. The retirement system includes a Deferred Retirement Option Plan (DROP) and an Actuarially Calculated Deferred Retirement Option Program as set forth in City Ordinance No. C-96-59. The City and Union, therefore, agree that the terms of the retirement system shall not be incorporated into this Agreement and that no dispute arising from the interpretation or application of the retirement system or any decision of the Board of Trustees shall be subject to the grievance/arbitration provision of this Agreement. Likewise, matters which are determined or reviewed by the Board of Trustees of the Police and Fire Retirement System and any matters involving the interpretation of ordinances or statutes governing the retirement system shall not be within the jurisdiction of or subject to the grievance/arbitration procedure established in this agreement.

Section 3 2. ~~The City Manager agrees to submit to the City Commission a proposed amendment to Chapter 20, Article IV, Division 3 of the Code of Ordinances (Police and Firefighters' Retirement System) to accomplish the following:~~

1. ~~The parties acknowledge that the purpose of the Deferred Retirement Option Program is to encourage eligible Police Officers to commence retirement in accordance with the DROP provisions at the earliest available date and that the DROP program is therefore an incentive for early retirement. The DROP is intended to comply with all the provisions of the Internal Revenue Code applicable to the City's Police & Firefighters Retirement System ("Plan") and to all provisions of Chapters 175 and 185, Florida Statutes, applicable this local Plan receiving state premium tax monies. Notwithstanding anything to the contrary herein, neither the Board nor the City shall take any action contrary to the Internal Revenue Code provisions applicable to this Plan, or the tax qualification status of this Plan, or contrary to any provisions of Chapters 175 or 185, Florida Statutes applicable to this local Plan receiving state premium tax monies.~~
2. ~~Officers who entered DROP prior to the effective date of this agreement shall be governed by the terms of the DROP in effect on the officer's date of entry and shall not have the right to alter that election. All Police Officers are strongly encouraged to consult with the Plan Administrator and/or their personal financial advisors to determine the most advantageous time, if any, to enter DROP retirement. For Officers who first enter the DROP program on or after April 1, 2004:~~
 - A. ~~Entry in DROP shall be available on the first day of the month coincident with or next following the date the Officer completes twenty (20) years of creditable service, without regard to age.~~

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CITY MAY 8, 2008 PROPOSAL

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 2.0 Upon ratification of this agreement, the City agrees to continue to contribute ~~seven hundred fifty nine dollars (\$759)~~ **eight hundred thirty four dollars (\$834)** per month per month to the plan for each eligible employee. Any amounts above the City's contribution will be paid by the employee.

~~**Section 2.1** Effective October 1, 2006, the City agrees to increase its contribution by thirty five dollars (\$35) per month to a total of seven hundred ninety four dollars (\$794) per month to the plan for each eligible employee.~~

~~**Section 2.2** Effective October 1, 2006, the City agrees to increase its contribution by forty dollars (\$40) per month to a total of eight hundred thirty four dollars (\$834) per month to the plan for each eligible employee.~~

Section 3. The Union agrees that the City's payments ~~of the sums~~ set forth in subparagraph **Section 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 #31 that the Union health plan is not a City of Fort Lauderdale benefit plan therefore FOP Lodge 31 shall not use "City of Fort Lauderdale" in its plan documents.

For FOP 10/10/07For City 11/5

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

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

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

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

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

Section 4.0 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority to change the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement.

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

For FOP 11/10/07
For City PKC

ARTICLE 43 - ARBITRATION

FOP 31 Proposal - October 17, 2007
(NO CHANGE)

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 within ten (10) working days after the final answer in Step 3 of the grievance procedure, such dispute shall be submitted for final and binding arbitration in accordance with the following procedure.

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

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

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

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collective bargaining***

Section 4.6-7 In considering the severity of a disciplinary recommendation, the Police Chief or designee may take into account past counseling letters of reprimand or disciplinary action, prior conduct, and the employee's employment record.

Section 4.7-8 Any regular employee may be immediately terminated or suspended without advance notice where the giving of such notice could result in damage to the City or to private property, injury to the employee, a fellow employee, or the general public.

Section 4.8-9 In any case in which an employee is charged by proper authorities with commission of a crime involving moral turpitude, the employee may be immediately suspended without pay pending final disposition of such criminal charges. Such suspension shall not be subject to review through arbitration.

- A. In the event that any employee is convicted of such criminal charges, his or her suspension shall automatically be converted into an involuntary termination and shall not be subject to further review through arbitration.
- B. Where charges against any employee are dismissed for any reason, or there is no adjudication of guilt, the City shall have twenty (20) days after receipt of notice of such action to either reinstate the employee with back pay or to institute administrative disciplinary charges against the employee. Such administrative charges, if any, shall be subject to review under the grievance/arbitration procedures provided herein.
- C. In no event shall any employee be granted back pay for any period of suspension attributable to pending criminal charges against the employee unless the employee is found innocent of such charges or such charges are found to have arisen out of direct line of duty conduct undertaken in good faith,

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

Section 5.1 If the grievance has not been satisfactorily resolved under this procedure, the employee with the approval of the Union may proceed to arbitration as set forth in Article 43, Arbitration.

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

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

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

An employee corrective interview may be appealed orally or in writing only to the next level 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.

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

Section 4.1 2 If discipline other than counseling or reprimand is contemplated, the Police Chief or designee shall meet with the employee and/or the Union Steward ~~if so requested by the employee and shall provide the written notice described in 4.0 above~~ **Article 15, Section 1**, which shall include the notice that the employee may request a hearing on the matter within ~~five (5)~~ **ten (10)** working days if the employee feels that the disciplinary action is unwarranted. If the employee does not request such hearing within ~~five (5)~~ **ten (10)** working days the hearing shall be considered waived.

Section 4.2 3 If a written request for a hearing from the employees is received within ~~five (5)~~ **ten (10)** working days, the Police Chief or designee shall schedule such hearing within ~~five (5)~~ **ten (10)** working days after the request is received at which the facts regarding the disciplinary action shall be reviewed with the employees. The Union Steward and/or legal counsel may accompany or represent the employee at the hearing, but the City shall not be responsible for payment for such representation. The hearing shall be recorded by tape.

Section 4.3 4 Failure of the employee and the Union to appear at such scheduled hearing shall, except for mutually agreed upon good reason, be considered a waiver of the desire for a hearing.

Section 4.4 5 The Police Chief or designee, within ~~five (5)~~ **ten (10)** working days following the close of the hearing, will submit to the City Manager a recommendation for action. Within ~~five (5)~~ **ten (10)** working days after receipt of that recommendation, the City Manager will issue a final decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union Steward.

Section 4.5 6 If disciplinary action is taken by the City Manager which the employee considers to be unwarranted, the employee and the Union representative may appeal such action by filing a grievance directly under Section 2-3, Step 4 of this Article.

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- H. In the event that the grievance involves a group of employees who do not have the same immediate supervisor, the grievance shall first be presented to their bureau commander as indicated in Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.
- I. In the event that the grievance involves a group of employees who do not have the same bureau commander, the procedure shall start with Step 3.
- ~~J. In accordance with State law, the Union shall not be obligated to process a grievance of a non-member.~~

J. The Union shall have the right to file grievances in the third step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the Union can factually demonstrate:

1. that the matter is covered by a provision of the Agreement; and
2. that the matter involves the interpretation or application of that provision; and
3. the grievance does not seek to add to or subtract from any provision of the Agreement; and
4. the subject matter of the grievance is general in nature, having application to a majority of the members of the Unit.

~~Section 4.0 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.~~

~~Disciplinary action shall include the following:~~

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

~~Employee corrective interviews shall not be considered disciplinary action for the purpose of this Agreement and may be appealed only to the next level 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.~~

~~An appeal of a suspension, demotion, or dismissal shall be processed as set forth below.~~

Section 4.1 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.

Disciplinary action shall include the following:

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with the affected employee(s) and/or Union Steward within ten (10) working days or receipt of the appeal and shall reply to the affected employee(s) and the Union, in writing, within ten (10) working days following the close of the meeting.

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

Section 34.0

- 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 employees 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, such employees 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.

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CITY MAY 8, 2008 PROPOSAL

ARTICLE 42 - GRIEVANCE PROCEDURES

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

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

Section 2.3. Should a grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly. Grievances involving discipline shall follow the procedure established in Section 4.0 through 5.1 of this Article. Probationary employees shall have rights in the grievance procedure through Step 3, except for non-disciplinary matters, but shall not be entitled to use the arbitration or in the Disciplinary Review Board procedures established by this Article Agreement. All other grievances shall be processed in accordance with the following procedure:

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

Step 2. If the grievance has not been resolved to the satisfaction of the employee Union at Step 1, the grievance may be reduced to writing on the regular grievance form, ~~signed by the employee~~ and presented to the employee's bureau commander or designee not later than ten (10) working days after the immediate supervisor's response was rendered at Step 1. ~~If the grievance involves more than one (1) employee, at least one (1) of the aggrieved employees must sign the grievance form, and at least ten percent (10%) of the aggrieved employees must sign the grievance prior to proceeding to Step 3. Any resolution of the grievance shall be limited to those employees who have been named on the grievance form.~~ The bureau commander or designee shall conduct a meeting with the ~~affected employee(s) and/or Union Steward~~ within ten (10) working days of receipt of the written grievance and shall ~~reply to the affected employee(s) and the~~ issue his/her decision, in writing to the Union, in writing, of the decision within ten (10) working days after the close of the meeting.

Step 3. If the grievance is not settled to the satisfaction of the employee(s) Union at Step 2, the decision may be appealed by the Union by presenting the written grievance to the Police Chief or designee not later than ten (10) working days after receipt of the decision ~~by of~~ the bureau commander or designee at Step 2. The Police Chief or designee shall conduct a meeting

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Captains & Lieutenants

Tentative Agreement
City: Union:
Date: 5/8/06

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APPLICATION FOR DONATION OF SICK/VACATION LEAVE

Please deduct from my accrued leave ___ hours of Sick Leave AND/OR ___ Vacation Leave. I wish to donate the cash value of such leave to compensate _____, who has currently exhausted his/her paid leave time.

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

NAME OF EMPLOYEE (Print) _____

EMPLOYEE NUMBER _____

SIGNATURE OF EMPLOYEE _____ DATE _____

DEPARTMENT/DIVISION NAME AND NUMBER _____

APPROVED BY: _____

Personnel Director

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collective bargaining**

**CITY MARCH 4, 2008 PROPOSAL
NO CHANGE**

ARTICLE 41 - DONATION OF ACCRUED SICK/VACATION LEAVE

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

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

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

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

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

Section 4.0 Donated time will be converted to a dollar value based on the current rate of pay of each donor for hours donated and on the rate of pay of each donee for hours utilized. The rate of pay used for each donor will be that in effect at the time Form J180 is signed.

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

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

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

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Section 1211. An employee, hired prior to October 1, 1984, upon termination from City employment in good standing, shall be paid for unused Sick Leave in accordance with the following schedule:

10 Years of Service or Less	25% of Rate of Accrual
Greater than 10 Years of Service but Less than 20 Years	45% of Rate of Accrual
20 Years or More	65% of Rate of Accrual

Upon retirement from City employment, an employee shall be paid for unused Sick Leave in accordance with the following schedule:

10 Years of Service or Less	50% of Rate of Accrual
Greater than 10 Years of Service but Less than 20 Years	65% of Rate of Accrual
20 Years or More	80% of Rate of Accrual

Retiring employees may convert accrued Sick Leave to be used as final Vacation Leave in accordance with the following schedule; provided, however, no more than ~~twelve (12)~~ ninety six (96) hours of such accrued Sick Leave days may be converted to used as final Vacation Leave:

10 Years of Service or Less	<u>.5 days Vacation Leave for one day 4 hours used as vacation leave for every eight (8) hours of Sick Leave</u>
Greater than 10 years of service but less than 20 years	<u>.65 days Vacation Leave for one sick day 5.20 hours used as vacation leave for every eight (8) hours of sick leave</u>
20 Years or Longer Service <u>More</u>	<u>.80 days Vacation Leave for one day 6.4 hours used as vacation leave for every eight (8) hours of Sick Leave</u>

~~Section 13. During the life of this Agreement the City may convert from its daily sick leave accrual program as provided in this Article to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of sick leave an employee is eligible to earn in a twelve month period, rather it is intended to simplify the administration of the sick leave accrual program.~~

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- B. An employee with ~~at least ninety (90) days~~ **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 ~~twelve (12) days~~ **ninety six (96) hours** of to be ~~used 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 ~~Vacation Leave hours~~ **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 ~~Vacation Leave hours~~ **hours**, such leave shall ~~automatically be reconverted to~~ **remain as a** sick leave at the original value thereof.

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

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

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

~~Section 8. Probationary employees (original appointment) shall accrue Sick Leave in accordance with this Article; however, a probationary employee may not be granted in excess of eight (8) hours Sick Leave with pay in each quarter year (3 months) of the probationary year.~~

Section 98. Sick Leave taken because of illness or injury or converted to vacation or to a cash payment shall utilize the most recently accrued Sick Leave. 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 109. Sick Leave pay will be normally paid at the same rate as a regular workday, except in those instances where other City benefits, excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for Sick Leave pay amount and use to preclude payments in excess of regular pay.

Section 110. Payment for unused Sick Leave shall be made to employees hired on or after October 1, 1984, whose employment is terminated while in good standing and in accordance with the following schedule:

Upon Termination in Good Standing
Upon Retirement

25% of Rate of Accrual
50% of Rate of Accrual

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collective bargaining***

CITY MARCH 4, 2008 PROPOSAL - Revised

ARTICLE 40 - SICK LEAVE

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

Section 2. Leave Accrual - ~~All permanent and probationary full-time employees shall earn Sick Leave at the rate of one (1) day per month provided that the employee has worked three quarters (3/4) or more of the regular work days. The City converted from its daily sick leave accrual to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of sick leave an employee is eligible to earn in a twelve month period, rather it is intended to simplify the administration of the sick leave accrual program.~~

Section 2.1 ~~All permanent and probationary full-time employees shall earn sick leave at the rate of .04625 hours leave for each hour worked in the normal forty (40) hour work week. For example, an employee earns 1.85 hours sick leave after working one normal forty (40) hour work week. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours. Days worked shall include days for which leave with pay was authorized. Sick Leave earned on October 1, 1977, and thereafter shall accrue at the rate of pay in effect at the time such leave is earned. All Sick Leave accrued prior to October 1, 1977, shall accrue at the rate of pay in effect as of October 1, 1977.~~

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

Section 4. Ninety (90) Day 720 hours Limitation - ~~A maximum of ninety (90) Sick Leave days seven hundred twenty (720) hours of sick leave only will be permitted to accrue at any time for employees whose anniversary date of employment is October 1, 1977, or anytime thereafter. For employees hired on or after October 1, 1977, however, Sick Leave days may be accrued in excess of the ninety (90)-day seven hundred twenty (720) hours limit, provided that such additional days hours may be used only for sickness and may not be converted to be used as vacation or paid for upon termination of employment in accordance with Sections 11 and 12 of this Article. Accrued excess sick leave which was deducted from the employee's balance due to promotion shall be restored.~~

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

- A. An employee with ~~at least thirty (30) two hundred forty (240) hours~~ but less than ninety (90) days 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 ~~six (6) days 48 hours,~~ to either ~~six (6) days forty eight (48) hours to be used as~~ of-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.

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

Section 2.2 The conversion of personal holidays to vacation leave, as provided in Article 31 – Holidays, does not increase the maximum amount of vacation leave employees will be paid upon termination of City employment. Therefore, the maximum amount of accrued vacation leave an employee is eligible to be paid upon termination from employment is four hundred ninety six (496) hours.

Section 3. Annual leave is intended to be used to provide a periodic vacation. However, earned vacation leave may be used for any other purpose when authorized by the Police Chief. Vacation leave will only be used with the prior approval of the Police Chief and shall not be authorized prior to the time it is earned by the employee. Vacation leave shall not be granted to employees with less than six (6) months of continuous service.

Section 4. Holidays occurring while an employee is on vacation leave shall not be charged against the employee's vacation leave balance.

Section 54. The minimum charge for vacation leave shall be in units of one-half (1/2) hour.

Section 65. 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.

~~**Section 7.** The parties acknowledge that the City converted from its daily vacation leave accrual program as provided in this Article to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of vacation leave an employee is eligible to earn in a twelve-month period, rather it is intended to simplify the administration of the vacation leave accrual program.~~

Section 86. Beginning January 1 of each year, each full-time, non-probationary employee Captain shall receive six (6) additional forty eight (48) "Captain" days hours. These days hours must be used in the calendar year, or the employee may elect the option of accepting cash payment at seventy-five percent (75%) of the current rate of pay.

An employee appointed to the Police Captain rank after January 1st, shall receive a prorated amount of "Captain" days hours for each full month served as a Police Captain during that year.

Section 97. Upon termination of employment with the City for any reason, employees who have completed ~~one (1)~~ six (6) or more years months of continuous service will be paid for all accrued, unused, regular, and longevity vacation at the rate of pay in effect at the time of termination. Accrued, unused "Captain" days earned under Section 8 6 of this Article will be paid at seventy-five percent (75%) of the rate of pay in effect at the time of termination.

~~**Section 10.** Sections 8 and 9 of this Article shall not apply to employees in the Police Lieutenant classification.~~

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY MARCH 4, 2008 PROPOSAL

ARTICLE 39 - VACATION LEAVE

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

Section 2. Eligibility - Each full-time employee shall earn vacation leave at the rate shown below, per years of continuous service of one (1) working day per month of continuous service provided that the maximum vacation leave earned during one (1) year shall not exceed twelve (12) days. An employee with over five (5) years of service shall be credited on the anniversary date of employment, with an additional day of vacation for each full year of continuous service over five (5) years. Such longevity vacation leave for any employee shall not exceed ten (10) days.

VACATION LEAVE ACCRUAL TABLE

Employee Group	Years of Service	Hours earned for every hour paid	Hours earned for Pay Period (if all hours paid)	Maximum (hrs)*
Police Mgmt	<05	0.05775	4.62	384.00
	05	0.06163	4.93	392.00
	06	0.06550	5.24	408.00
	07	0.06925	5.54	424.00
	08	0.07313	5.85	440.00
	09	0.07700	6.16	456.00
	10	0.08088	6.47	472.00
	11	0.08463	6.77	488.00
	12	0.08850	7.08	504.00
	13	0.09238	7.39	520.00
	14	0.09625	7.70	536.00
	15	0.09625	7.70	544.00
	>15	0.09625	7.70	544.00

*Includes leave previously accrued as "Personal Holidays". Upon leaving City employment, employees will be paid for all accrued but unused vacation time up to the amount earned in their last two years of employment, excluding the time (up to 48 hours) that would have accrued as Personal Holidays prior to conversion to the Cyborg system.

Section 2.1 The Police Chief shall make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. However, employees may, at their option, accrue vacation leave to a the maximum earned in two (2) anniversary years.

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Captains & Lieutenants

Tentative Agreement
City: FL Union: FLA
Date: 5/18/07

*Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining*

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 38 - VACANT

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Captains & Lieutenants

Tentative Agreement
City: FLA Union: FLA
Date: 5/8/08

***Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 37 - VACANT

***Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 36 - PROMOTIONS

Section 1 Bargaining unit positions may be filled through open competitive or promotional examinations at the sole discretion of the Police Chief.

Section 2 Service credits for continuous City service shall be added to the passing score of Police Lieutenants who take the promotional examination for the position of Police Captain. The service credit shall be computed as follows: one (1) point shall be added on the date an employee is promoted to the position of Police Lieutenant and an additional one (1) point shall be added upon the completion of one (1) year of continuous service in the position of Police Lieutenant for a maximum of two (2) points. All such City service must have been attained at the close of the employment announcement for which the Police Captain promotional examination will be administered.

For FOP

For City

determination of physical fitness by a physician or physicians designated by the Personnel Director. Such additional medical examinations shall be at no expense to the employee. An employee returning to work after such leave shall maintain seniority or other benefits as provided in this Agreement.

Section 5. Disabilities caused or contributed to by pregnancy will be treated in the same manner as other temporary disabilities as provided for in this Agreement. Sick leave and leave without pay shall be granted on the same basis as for other disabilities. The starting date of such leave will be determined by the request of the employee and the written certification of the inability to perform required duties by the employee's personal physician. The Personnel Director may require further determination of physical fitness by a physician or physicians designated by the Personnel Director. Such additional medical examination shall be at no expense to the employee.

Section 6. 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. Promotion or transfer to positions with different physical demands may be conditioned upon prior written approval of the employee's personal physician or physician designated by the Personnel Director or both.

Section 7.0 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 Personnel Director upon request.

Section 7.1 In the event there is a difference of opinion between the physician Designated by the Personnel Director 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 7.2 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 Personnel Director.

For FOP

For City

ARTICLE 35 - MATERNITY LEAVE

FOP Proposal - August 7, 2007

(NO CHANGE)

Section 1.0 A pregnant employee will be permitted to work during the full term of her pregnancy but may be required by the City to undergo a medical examination in accordance with the provisions of Section 1.2 of this Article.

Section 1.1 A pregnant employee may be required by the Police Chief with the approval of the Personnel Director, to undergo one (1) or more medical examinations to determine her physical fitness to continue to perform the work in which employed. Such medical examinations shall be paid for by the employer.

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

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

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

Section 3.2 The employee must comply with the City's request for information concerning the status of the pregnancy disability and the anticipated date that she will be able to return to work.

Section 3.3 When submitting a request for maternity leave, the employee shall designate the number of paid hours (sick, vacation, and/or compensatory leave) she wishes to bank for future use. With the exception of banked paid leave, the employee must utilize all paid leave before going on unpaid maternity leave. Once the employee goes on approved unpaid leave, the banked paid leave shall not be utilized until the employee's return to work. Nothing in this Section shall limit the Police Chief's sole discretion to permit the disabled employee to utilize her banked paid leave for an unforeseen medical circumstance or emergency.

In absence of a physician's statement certifying the employee is disabled due to conditions arising out of pregnancy, the employee shall be considered fit for duty and will be expected to be able to return to duty beginning the ninety-first (91st) calendar day following the date of delivery.

Section 3.4 Unpaid maternity leave shall not exceed one (1) year.

Section 4. An employee on sick leave or maternity leave without pay by reason of pregnancy or conditions arising out of pregnancy may be required by the Police Chief to submit a certificate signed by a physician stating whether she is physically fit to return to the work of the position in which employed. The Personnel Director may require further

ACCEPTED

For FOP

For City

ARTICLE 34 - LEAVE WITHOUT PAY

FOP Proposal - August 7, 2007
(NO CHANGE)

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

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MARCH 4, 2008 PROPOSAL

ARTICLE 33 - LAYOFF AND RECALL

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

Section 2. **Order of Layoff** - Once the City has determined that selected positions shall be eliminated, the City will lay off employees in reverse order of their classification seniority as defined in Article 32, Seniority.

Section 3. Vacant Bargaining Unit positions shall be eliminated and probationary employees shall be laid off prior to any regular employee. Furthermore, if any Bargaining Unit member is on layoff, no reserves ~~paid on a salaried basis~~ shall be retained to perform Bargaining Unit work.

Section 4. In the event two (2) or more employees have the same length of Classification seniority, departmental seniority shall prevail.

Section 5. An employee who is entitled on the basis of length of service to remain at work but who is unable to perform the work available because of physical or mental disability shall be given fourteen (14) calendar days notice after which the employee shall be placed on temporary layoff until the employee is physically or mentally able to return to work. At such time that employee shall replace the employee with the least classification seniority then working. A copy of such notice shall be forwarded to the Union.

Section 6. An employee shall be recalled in reverse order of classification seniority provided that the employee is, at the time, able to perform the work available in the classification to which recalled.

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

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

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

For FOP 

For City 

within the classification previously held. The rights of such displaced employee shall be in accordance with the layoff procedure.

Section 7. Section 6. Loss of Seniority - An employee's seniority and employment shall terminate when an employee:

- 7.1 6.1 voluntarily resigns;
- 7.2 6.2 retires;
- 7.3 6.3 is discharged;
- 7.4 6.4 is absent for three (3) consecutive working days without authorized leave;
- 7.5 6.5 has not worked for the City two (2) years after layoff;
- 7.6 6.6 fails to return from authorized leave of absence;
- 7.7 6.7 fails to return within fifteen (15) calendar days after the date designated;
- 6.8 **has not worked for the City for two (2) years due to non-service disability.**

Section 7. The City may terminate an employee's seniority and employment when the employee has not worked for the City for a period of two (2) years due to a service incurred injury and has reached MMI without medical clearance to return to full duty.

Section 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 bargaining unit employee is laid-off, demoted or does not successfully complete his/her probationary period, the employee shall have the right to return to the last permanently held classification based upon his/her seniority standing.

For FOP [Signature]

For City [Signature]

ARTICLE 32 – SENIORITY

FOP Proposal - September 21, 2007

Section 1. Continuous service, as used in this Article, shall mean uninterrupted service except for authorized leaves of absence or separation due to lay off; however, periods of unpaid leave shall not be counted as time served for computing continuous service. (Example: employee hired January 1 goes on unpaid leave for one (1) month beginning April 1. All other periods of leave are with pay. The employee will have completed twelve (12) months of continuous service as of February 1 of the following year.)

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

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

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

~~Section 5. Probation - If a new employee is hired as a non-certified police officer, the employee's probationary period will be a period of twelve (12) months of continuous service or two hundred fifty (250) actual workdays following graduation from the Police Academy, whichever is greater, during which time the City will have the right to dismiss or retain the employee at its sole non-arbitrable discretion. Upon expiration of the probationary period, the employee shall be deemed a regular employee whose seniority shall date back to his/her date of hire in the permanent position.~~

~~If an employee is hired as a certified police officer, the employee's probation period will be a period of twelve (12) months of continuous service or two hundred fifty (250) actual workdays, from the employee's date of hire, whichever is greater.~~

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

~~Section 6. Section 5. An employee promoted into the Bargaining Unit, shall be considered to be on probation for a period of six (6) months of continuous service or one hundred twenty-five (125) actual workdays, whichever is greater, during which time the City, at its sole discretion, shall have the right to return the employee to the classification previously held. If there is no such vacancy in that classification, the demoted employee shall displace the employee with the least classification seniority~~

12/11/07 [Signature]

***Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

**CITY JULY 20, 2007 PROPOSAL
NO CHANGE**

ARTICLE 30 - WORKWEEK

Section 1. The workweek shall be determined by the Police Chief in accordance with the provisions of Article 14, Management Rights of this Agreement.

Section 2. The basic workweek for Police Lieutenant's covered by this Agreement shall consist of forty (40) hours, starting at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday, unless otherwise specified or scheduled by management to meet particular requirements of the Department. Time spent in roll call or briefing for employees required to attend will be considered as time worked.

Section 3. All authorized and approved work performed by Police Lieutenants in excess of forty (40) hours in any one (1) workweek shall be considered as overtime and shall be paid (unless the employee is granted compensatory time off) at the overtime rate of one and one-half (1-1/2) times the Lieutenant's regular hourly rate of pay. Compensatory time is time earned at one and one-half (1-1/2) times the overtime hours worked by the Lieutenant. The choice of compensatory time off or overtime pay shall be at the Lieutenant's option unless that compensatory time off would interfere with the operational needs of the Department involved or there are insufficient funds to pay overtime. Accrued, unused compensatory time off may not exceed eighty (80) hours, except when in the best interest of the City and when approved by the Police Chief. Upon separation from the City, the Lieutenant shall be paid for all accrued, unused compensatory time at the Lieutenant's then existing final regular rate or the average regular rate received by the Lieutenant during the last three (3) years of the Lieutenant's employment, whichever is greater. Once the eighty (80) hours compensatory time maximum accrual has been reached, employees required to work in excess of forty (40) hours in a designated workweek shall be paid overtime at the time and one-half rate.

Section 4. With the exception of paid sick leave which is not considered as hours worked, for the purposes of overtime computation, holidays, vacation leave, or any paid leave of absence shall be considered as time worked.

Section 5. Police Lieutenant's may be required to work overtime as scheduled. Overtime will be distributed equitably among the Lieutenants, in their organizational units, as far as the character of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of Departmental management to distribute overtime fairly and equitably over an extended period of time. Departmental management will maintain overtime records and will make such information available to a Steward upon request.

Section 6. No Police Lieutenant 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 7. 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.

ACCEPTED

For FOP

For City

ARTICLE 29 - COMMENDATION PAID LEAVE

City Proposal - May 2, 2007

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.

ACCEPTED

For FOP

For City



ARTICLE 28 – VOTING TIME

FOP Proposal - August 7, 2007

(NO CHANGE)

Section 1. Any employee who resides in and is a registered voter in Broward County who does not have time outside normal working hours to vote in any election because of assigned police duties may be given, at the discretion of the supervisor, up to two (2) hours of paid leave in order to vote providing the employee furnishes a current Voter's Registration Card and a form executed by an Assistant Supervisor of Elections as evidence that the employee actually voted.

ACCEPTED

For FOP

For City

ARTICLE 27 - JURY DUTY

FOP Proposal - August 7, 2007
(NO CHANGE)

Section 1. A permanent full time employee shall be granted time off 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.

ACCEPTED

For FOP

For City

ARTICLE 26 - MILITARY LEAVE

FOP Proposal - April 13, 2007

Section 1.0 Employees covered by this Agreement who are commissioned reserve and reserve enlisted personnel in the United States Military, Naval Service, Coast Guard, or members of the Florida State National Guard shall be entitled to leave of absence without loss of pay in accordance with the provisions of Florida Statutes, Section 115.07. When the ~~entire unit to which the employee is assigned~~ **Bargaining Unit Member** is ordered to active duty beyond seventeen (17) consecutive work days in any one (1) calendar year, the City agrees to pay such leave up to a maximum of ten (10) additional workdays.

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

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Captains & Lieutenants

Tentative Agreement
City: MS Union: LC
Date: 8-30-07

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY AUGUST 30, 2007 PROPOSAL

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 three (3) **working** days in order to attend the funeral. Bereavement Leave will not be charged against sick leave, vacation, or holiday time.

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

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

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 24 - COURT APPEARANCES

Section 1. A Police Lieutenant 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 two (2) hours at one and one-half (1-1/2) times the regular rate. The two (2) hour minimum provision shall not apply in those instances wherein the employee is required to appear in court because he/she had earlier failed to appear as directed by the court and the employee shall be compensated at the appropriate rate for the hours actually worked.

Section 2.

- A. A Police Lieutenant 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 Police Lieutenant 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 a Police Lieutenant 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 the Lieutenant's personal affairs will be at the employee's own expense (vacation or unpaid leave). Such leave shall not be denied.

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

***Confidential -- Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 23 - STANDBY PAY

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

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

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

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

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

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

*Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining*

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 22 - CALL BACK PAY

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

Section 2. A Police Lieutenant 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.

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Captains & Lieutenants

City: MC Tentative Agreement Union: MC
Date: 11/8/09

***Confidential - Not subject to public disclosure under
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collective bargaining***

~~Section 4. The employee will be eligible to request the reinstatement of accrued sick and/or vacation leave, as provided in this Article, after returning to work and completing twenty (20) workdays.~~

~~The Director of Human Resources, shall have the authority to approve the reinstatement of accrued sick and/or vacation leave utilized by an injured employee in accordance with the foregoing provisions, such reinstatement to be limited to a maximum of the sick and/or vacation leave utilized during the first thirty (30) working days following the thirty (30) 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, nor shall reinstatement be approved if the employee, while receiving Worker's Compensation benefits, institutes legal proceedings against the City of Fort Lauderdale in connection with the injury sustained.~~

~~Section 5. If, in the judgment of the City, 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 in a light duty assignment.~~

~~Section 6. Provided the employee still has accrued vacation time available, nothing in this Article shall prevent an employee returning to work from an on-the-job injury from exercising his/her prior scheduled and approved vacation.~~

~~Section 7. It is the responsibility of all employees to comply with all City rules and procedures regarding reporting on-duty injuries and to cooperate fully with medical and rehabilitation personnel. It is also the responsibility of all employees to report any injury or medical condition which may prevent them from safely performing all duties of their regular assignments to their supervisors upon becoming aware of any such condition.~~

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

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

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

Section 4. Commencing on the ninety-first (91st) calendar day following the day of injury, the injured employee shall receive disability compensation in accordance with Chapter 20, Article IV, Division 3 of the Code of Ordinances of the City of Fort Lauderdale, which amount may be

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collective bargaining**

CITY NOVEMBER 8, 2007 PROPOSAL

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

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

~~Section 2.1 High-risk on-the-job injury~~

~~High-risk on-the-job injury shall be defined as those injuries sustained while engaged in activities involving the following:~~

- ~~A. Responding to, at the scene of, and returning from responses which require a Police Department Incident Report.~~
- ~~B. Participation in "Hands On" Training activities and/or in any Mandatory Physical Fitness Program designated by the Chief or designee.~~
- ~~C. Participation in activities ordered by the Chief or staff which have been designated by the Chief or staff as a high-risk activity.~~

~~If, in the judgment of the City, an employee is unable to perform the assigned duties of his or her regular assignment due to a high risk 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 a period of thirty (30) calendar days following the day of the injury.~~

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

~~Section 2.2 Low-risk on-the-job injury~~

~~Low-risk on-the-job injury shall be defined as any injury sustained while on duty other than those high-risk injuries defined in Section 2.1 of this Article.~~

~~The City agrees to provide regular pay for injuries which are determined to be low-risk for a period of seven (7) calendar days following the date of the injury.~~

~~Following the first seven (7) 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 3. 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.~~

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collective bargaining***

Section 3. Continuous full-time service shall be computed through October 31 of the year in which payment is to be made. Payment shall be made on or about December 1 of each year.

Section 4. Regular full-time employees hired on or after October 1, 2004, shall not be eligible for any longevity benefits.

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Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 20 - LONGEVITY PAY

Section 1. Bargaining unit members who have served such continuously for five (5) or more full years shall receive an annual longevity payment in accordance with the following schedule:

(a) Employee employed on or before February 28, 1987:

<u>Total Continuous Service</u>	<u>Annual Longevity Payment (percent of annual salary)</u>
5 through 9 years	2-1/2
10 through 14 years	5
15 through 19 years	7-1/2
20 through 24 years	10
25 or more years	12-1/2

(b) Employee hired on or after March 1, 1987:

<u>Service in Employment Category</u>	<u>Amount Per Year for Each Year of Continuous Service</u>
Lieutenant	\$204.00
Captain	\$204.00
Management Category III	\$204.00
Management Category IV	\$141.00
Management Category V	\$129.00
Non-exempt Category	\$129.00

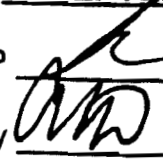
Service in each employment category will be calculated on a whole-month basis. If an employee has served at least half of the calendar days of a month in an employment category, the whole month will be credited in that category.

Section 2. In the event a regular full-time employee is or has been on an authorized unpaid leave of absence or has been suspended, dismissed or laid off after having qualified for longevity pay, such employee shall receive a pro rata cash payment based on a computation of those months during which he/she was actually present for duty during the year for which payment is to be made. Provided, however, that an employee not on duty and not working due to an injury incurred on the job or a service-connected disability shall receive credit for longevity pay which would normally have accrued to him/her as if the employee had been on duty and working; provided further, however, that in no event shall such injured or disabled employee receive credit for nor shall longevity pay accrue after the expiration of twelve (12) calendar months from the date of inception of said injury or disability if the employee has not returned to working within such twelve-month period.

ACCEPTED

For FOP

For City

Handwritten signatures in black ink, one above the other, positioned to the right of the 'For FOP' and 'For City' labels.

ARTICLE 19 - VACANT

FOP Proposal - August 7, 2007
(NO CHANGE)

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY MAY 8, 2008 PROPOSAL

ARTICLE 17 - RATES OF PAY

Section 1. An employee's pay rate will be increased approximately two and one-half percent (2.5%), five percent (5%), or seven and one-half percent (7.5%) based upon an overall performance of satisfactory, above satisfactory, or outstanding, in accordance with Pay Steps A through O upon recommendation of the department head and with approval of the City Manager. An employee whose overall performance rating is marginal or unsatisfactory shall receive no merit increase at that time, but may be rated again in three (3) months. While increases within the appropriate pay range for unusual or meritorious service may be granted without regard to limitation of time, progression from one step to a higher step shall normally be considered at twelve (12) month intervals. An employee's anniversary date for the purpose of eligibility for merit increase shall be the effective date of the employee's most recent date of promotion.

An employee promoted to Police Captain Lieutenant shall receive a minimum step which provides for at least a five percent (5%) increase.

Effective upon ratification of this Agreement, an employee promoted to Police Captain shall be placed in Step L of the Police Captain Pay Range and effective the first full pay period following ratification, Captains at a step lower than Step L shall be advanced to Step L.

~~**Section 2.** Any future wage adjustment shall become effective at the beginning of the pay period immediately following the date of the wage adjustment.~~

Section 2. The effective date of the promotion shall become the employee's new anniversary date for merit increase consideration.

Section 3. When computing all pay rates or other forms of compensation, the rate shall be rounded to the nearest whole cent. Amounts .5 cent (\$.005) or above shall be rounded upward to the next whole cent; amounts .49 cent (\$.0049) and below shall be rounded downward to the next whole cent.

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

Section 4.1 ~~Police-Captain Bargaining unit~~ wage rates in effect upon ratification of this Agreement are reflected in the Police-Captain Pay Schedule attached to this Agreement.

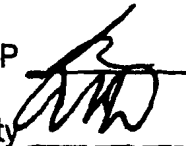
Section 4.2 ~~Effective the first full pay period beginning in October 2005 following ratification,~~ wage rates shall be increased by an additional ~~two percent (2%)~~ five percent (5%) as reflected in the Police Captain Pay Schedule.

Section 4.3 Employees on payroll as of the date of ratification, shall receive one lump sum payment in the amount of five percent (5%) of the employee's pensionable earnings beginning the pay period of October 7, 2007 through the end of the pay period in which ratification of this Agreement takes place and shall receive another lump sum payment in the amount of five percent (5%) of the employee's non-pensionable earnings for the same time period. The lump sum payments shall be subject to appropriate payroll deductions and applicable taxes.

ACCEPTED

For FOP

For City

A handwritten signature in black ink, appearing to be 'JW', is written over a horizontal line that spans across the 'For FOP' and 'For City' labels.

ARTICLE 16 - SUBCONTRACTING

FOP Proposal - August 7, 2007
(NO CHANGE)

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 Fort Lauderdale Police, Lodge 31, FOP, when bids are requested and will, within ten (10) days thereafter, meet and discuss with representatives of Lodge 31 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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CITY MAY 8, 2008 PROPOSAL

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.**

Disciplinary action shall include the following:

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

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

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

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

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

For FOP AKW-17

For City AKS

M. To establish and revise or discontinue policies, practices, programs, or procedures, provided that the exercise of such right does not have the practical effect of violating specific terms of this Agreement.

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

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

For FOP 12/10/12

For City 1/5

ARTICLE 14 - MANAGEMENT RIGHTS

FOP 31 Proposal - October 17, 2007
(NO CHANGE)

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

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

City: MS Union: LC
Date: 11/8/07

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collective bargaining**

CITY JULY 24, 2007 PROPOSAL

NO CHANGE

ARTICLE 13 - LEGAL BENEFIT

Section 1. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Office of the City Attorney, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.¹

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

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

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

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

¹ 768.28, Florida Statutes

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collective bargaining**

- J. An employee shall not be obligated to give a second general statement concerning the same facts elicited in an original statement. This will not preclude subsequent statements from being taken for the purpose of clarifying specific points or when additional information has come to light in the interim.
- K. No mechanical devices, including but not limited to a polygraph, psychological stress evaluation, etc., shall be forced on an employee, nor shall disciplinary action be taken against an employee who refuses to submit to such testing.
- L. A law enforcement officer who is the subject of a formal written complaint may review the complaint and all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

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

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

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

Section 5. A claim of violation of this Article shall be subject to grievance but shall not be subject to arbitration unless the Union and the City mutually agree in writing.

S
4/10/07
K
1-30-07

[Handwritten signature/initials over Section 5]

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY AUGUST 30, 2007 PROPOSAL

ARTICLE 12 - RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION

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

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is taken.
- B. The interrogation shall take place in the Fort Lauderdale Police building.
- C. The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one time.
- D. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the names of all complainants. **All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint and all witness statements shall be provided to the officer who is the subject of the complaint prior to the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.**
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- H. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his rights prior to the commencement of the interrogation.
- I. At the request of any law enforcement officer under investigation, he/she shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officers continued fitness for law enforcement service.

ACCEPTED

For FOP

For City

A handwritten signature in black ink, appearing to be 'J. W. Smith', is written over a horizontal line that spans across the 'For FOP' and 'For City' labels.

ARTICLE 11 - INFORMATION REQUESTS

FOP Proposal - August 7, 2007
(NO CHANGE)

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 Systems Division 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 Systems Division.

ACCEPTED

For FOP

For City

ARTICLE 9 - BULLETIN BOARD

FOP Proposal - August 7 2007

(NO CHANGE)

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.

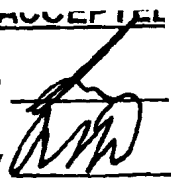
Copies of all materials, notices, or announcements shall be submitted to the ~~Deputy~~ Chief of Police before they are posted.

OR designee

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.

For FOP

For City

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President of the Local of the appointment specifying the dates of such appointment. The Employee Relations Director will then notify the immediate supervisor of the Alternate Chief Steward's status.

- D. Recognized FOP representatives who are employees of the Fort Lauderdale Police Department will be permitted to discuss FOP business with employees outside duty hours or during authorized meal or rest periods of each, provided that such discussions shall in no way interrupt, delay, or otherwise interfere with the effective and proper service to the community, and during such time as the employee(s) is either off duty or on non-duty status.
- E. Recognized FOP representatives, who are employees of the Fort Lauderdale Police Department, shall be allowed to communicate official FOP business to employees prior to on-duty roll call and after the employee has been checked off duty at the end of the employee's work shift.
- F. No Steward will be granted time off from his/her job for any reason except as provided in Article 42, Grievance Procedure, or elsewhere in this Agreement and unless the City is properly notified according to this Section.
- G. Stewards are subject to all City rules, regulations, and policies regarding the conduct of employees of the City.
- H. Recognized FOP representatives, who are not employees of the Fort Lauderdale Police Department, will be granted access to Department work areas by the Office of the Police Chief to carry out the functions which come within the scope of their responsibilities on matters relating to this Agreement. Requests for access will normally be made twenty-four (24) hours in advance. The twenty-four (24) hour advance notice requirements may be waived under certain conditions when either party desires to conduct Labor-Management business which requires expedited action. City work hours shall not be used by employees or FOP representatives for the conduct of Union-organized meetings or for the promotion of Union affairs.
- I. Except for emergencies affecting officer safety, copies of special orders, general orders, or training bulletins affecting employees covered by this Agreement shall be made available to the FOP ten (10) working days prior to being issued/implemented.
- J. Solicitation of any and all kinds by the FOP, including solicitation of membership and the collection of FOP monies, shall not be engaged in during working hours.

For FOP

For City



ARTICLE 8 - FOP REPRESENTATION

City Proposal - May 2, 2007

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 Employee Relations Director 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 four (4) 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 four (4) representatives of the FOP Lodge 31, ~~Captain's Unit~~ **bargaining unit** shall be allowed time off 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-opens, the City agrees that four (4) representatives of ~~the~~ **FOP Lodge 31, Captain's Unit bargaining unit** shall be allowed time off during working hours without loss of pay for the purpose of negotiating an entire labor contract 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 Employee Relations Director, 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 four (4) 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 Employee Relations Director receives written notice from the

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Captains & Lieutenants

Tentative Agreement
City: MS Union: [Signature]
Date: 3/4/08

***Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

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

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

Section 6. No bargaining unit member shall be permitted to use more than two hundred (200) hours from the Time Pool in any calendar year.

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Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY MAY 2, 2007 PROPOSAL

NO CHANGE

ARTICLE 7 - TIME POOL

Section 1. Twice each calendar year, during the months of January and July, a Bargaining Unit member may voluntarily donate eight (8) hours of vacation time to a Time Pool to be used by City employees designated by Fort Lauderdale Police, Lodge 31, FOP, for Union business and Union-related activities such as negotiation of Union contracts, grievance handling, attendance at conventions, seminars, conferences, symposia, and meetings.

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

Section 3. Donations of time shall be authorized by the employee so donating on an Authorization for Time Pool Deduction Form contained in this Section, one (1) copy of which shall go to the immediate supervisor (non-Bargaining Unit member), one (1) copy to the Union, and one (1) copy to the Employee Relations Office. 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 Employee Relations Office and the Union.

Time Pool donations made by bargaining unit members may be applied to the donations made by the bargaining unit members of the Police Officers and Sergeants Unit to permit the President of the Union to use up to 1200 hours of Time Pool in any calendar year.

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 - Employee Relations Office
Yellow - Union
Pink - Employee's Supervisor (After review please route to department timekeeper)

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY OCTOBER 17, 2007 PROPOSAL

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

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

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

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

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

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

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

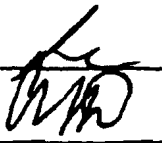
Section 6. In the event the laws pertaining to affirmative action are changed by the Federal government or by United States Supreme Court decision, the City shall have the right to reopen negotiations for the limited purpose of negotiating an affirmative action provision while the remainder of this Agreement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

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

If the City reopens the Agreement on the issue of affirmative action and the parties are unable to reach agreement, the single issue will be resolved in accordance with the impasse provisions established in Section 447.403, Florida Statutes (~~1987~~-(2005), **as amended**.

For FOP

For City



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

For FOP

[Handwritten Signature]

For City

and conditions of employment. I further authorize the regular dues of the FOP to be deducted from my payroll check with the City of Fort Lauderdale.

Printed Name

Signature

Employee Number

Date

Revocation of Union Dues Deduction

To

Fort Lauderdale Police, Lodge 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.

For FOP

For City

ARTICLE 5 - DUES DEDUCTION

FOP Proposal - August 7, 2007
(NO CHANGE)

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

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

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

Section 4. The Union agrees to defray the cost of such dues deduction by payment of ten dollars (\$10.00) each pay period, which shall be deducted from the dues deduction monies accumulated during each pay period. The Union further agrees to pay two cents (2¢) for each change in individual dues deduction which may be required and which shall be deducted from any dues accumulated on the first reimbursement subsequent to the change.

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

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

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

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

Section 9. The Authorization and Revocation Forms are as follows and shall be forwarded to the Employee Relations Director.

Authorization Form FOP, Lodge 31

I hereby authorize FOP, Lodge 31 to be my exclusive collective bargaining representative for all matters concerning wages, hours, and all other terms

For FOP 12-10-77

For City PK

ARTICLE 4 - NON-DISCRIMINATION

FOP 31 Proposal - October 17, 2007
(NO CHANGE)

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, or national origin.

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 – Police Captains & Lieutenants

Tentative Agreement
City: FL Union: h
Date: 9/21/07

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

concerning or in any way related to the City's exercise of the right to suspend sick leave or vacation leave benefits shall be stayed pending final resolution of the judicial or administrative proceeding.

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

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

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY SEPTEMBER 21, 2007 PROPOSAL

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 Union 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 Employee Relations Director, and such member or members of the Union, in writing, of its disapproval and will take steps to effect a resumption of work.

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

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

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

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 ~~ten percent (10%)~~ thirty percent (30%) or more of the Bargaining Unit employees of the Police Department to report for work on any workday.
- B. Upon the commencement of proceedings before a court or agency of competent jurisdiction regarding such strike or other unlawful concerted activity, the processing of grievances, if any,

ACCEPTED

For FOP 

For City 

ARTICLE 2 - ORGANIZATIONAL SURVEY

Section 1. ~~The Union agrees that the City may conduct organizational climate surveys of members in the bargaining unit. The purpose of such surveys is to improve the organizational culture and climate of the various work units and to assist management in providing a more positive work environment for employees.~~

Section 2. ~~Prior to survey activity, the City agrees to meet and confer with the Union to discuss survey content.~~

ARTICLE 2 - VACANT

FOP Proposal - April 13, 2007

For FOP



For City



ARTICLE 1 – RECOGNITION

City Proposal - May 2, 2007

Section 1. The City of Fort Lauderdale hereby recognizes the Fraternal Order of Police (FOP) Fort Lauderdale Police Lodge Number 31, 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 1464 granted by the Public Employees Relations Commission on February 23, 2004, comprised of all employees of the City of Fort Lauderdale in the classification of Police Captain, with the exception of the Internal Affairs Captain and the Support Services Captain. **Certification 1464 was amended on September 15, 2006 to include the classification of Police Lieutenant.**

Section 2a. The Bargaining Unit for which this recognition is accorded is as defined in Certification Number 1464 granted by the Public Employees Relations Commission on September 15, 2006, comprised of all employees of the City of Fort Lauderdale in the classification of Police Lieutenants.

Section 3. Excluded: Chief of Police, Assistant Police Chiefs, Police Majors, Internal Affairs Captain, and all other City employees.

Section 4. 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 5. The Union recognizes the City Manager or representative as the sole representative for the purpose of collective bargaining.

FOP – POLICE OFFICERS & SERGEANTS
TENTATIVE AGREEMENT

CAR 08-0783
EXHIBIT 1

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Offices & Sergeants

Tentative Agreement
City: MS Union: PL
Date: 11/7/07

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY MAY 2, 2007 PROPOSAL

No Change

PREAMBLE

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

ACCEPTED

For FOP

For City

ARTICLE 1 – RECOGNITION

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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.

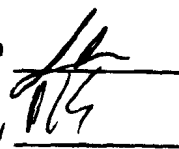
Section 3. The Bargaining Unit should not be changed until a determination by the Florida Public Employees Relations Commission (PERC) has occurred and until such time as PERC acts, or a court orders PERC to act, to amend the definition of the Bargaining Unit. Should the City file a managerial/confidential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

ACCEPTED

For FOP

For City



ARTICLE 2 - ORGANIZATIONAL SURVEY

ARTICLE 2 - VACANT

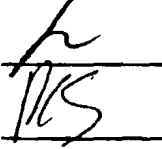
FOP 31 Proposal - April 12, 2007

Section 1. ~~The Union agrees that the City may conduct organizational climate surveys of members in the bargaining unit. The purpose of such surveys is to improve the organizational culture and climate of the various work units and to assist management in providing a more positive work environment for employees.~~

Section 2. ~~Prior to survey activity, the City agrees to meet and confer with the Union to discuss survey content.~~

12-14-07 ACCEPTED

For FOP



For City

ARTICLE 3 - NO STRIKE OR LOCK OUT

*FOP 31 Proposal - October 16, 2007
Resubmitted - December 10, 2007*

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 Union **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 Labor Relations Manager, and such member or members of the Union, in writing, of its disapproval and will take steps to effect a resumption of work.

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

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

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

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

12-14-07 ACCEPTED

For FOP



For City



ARTICLE 4 - NON-DISCRIMINATION

FOP 31 Proposal - October 16, 2007

Resubmitted - December 10, 2007

(NO CHANGE)

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, or national origin.

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.

For FOP

For City

[Handwritten signature]
[Handwritten initials]

ARTICLE 5 - DUES DEDUCTION

City Proposal - May 2, 2007

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

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

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

Section 4. The Union agrees to defray the cost of such dues deduction by payment of ten dollars (\$10.00) each pay period, which shall be deducted from the dues deduction monies accumulated during each pay period. The Union further agrees to pay two cents (2¢) for each change in individual dues deduction which may be required and which shall be deducted from any dues accumulated on the first reimbursement subsequent to the change.

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

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

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

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

Section 9. The Authorization and Revocation Forms are as follows and shall be forwarded to the ~~Labor~~ **Employee** Relations Manager **Director**.

Authorization Form FOP Lodge Number 31

I hereby authorize FOP Lodge Number 31 to be my exclusive collective bargaining representative for all matters concerning wages, hours, and all other terms and conditions of employment. I further authorize the regular

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY OCTOBER 16, 2007 PROPOSAL

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

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

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

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

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

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

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

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

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

If the City reopens the Agreement on the issue of affirmative action and the parties are unable to reach agreement, the single issue will be resolved in accordance with the impasse provisions established in Section 447.403, Florida Statutes (1987) (2005), as amended.

12-14-07

For FOP

For City

[Handwritten signatures]

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

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

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

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

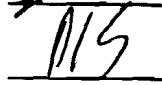
In the event the Union President is a retired bargaining unit member, the Union President shall also be permitted to use up to four (4) hours of City paid time per day, at the regular current rate of pay paid based on the rank at the time of retirement from the City, based on current rate of pay for the classification, not to exceed twenty (20) hours per week. Further, the City will also pay the Union an amount equivalent to 15% of the Union President's regular rate of pay for its use to defray payroll expenses.

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

For FOP



For City



ARTICLE 8 - FOP REPRESENTATION

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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 Employee Relations Director 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 Lodge 31 shall be allowed up to three hundred (300) hours time off per person during working hours without loss of pay for the purpose of negotiating an entire labor contract with the City of Fort Lauderdale. In any year in which a complete contract is not being negotiated, i.e. re-opens, the City agrees that representatives of FOP Lodge 31 shall be allowed up to one hundred (100) hours time off per person during working hours without loss of pay for the purpose of negotiating an entire labor contract 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 Employee Relations Director, 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

For FOP

For City

effective until the Employee Relations Director receives written notice from the President of the Local of the appointment specifying the dates of such appointment. The Employee Relations Director will then notify the immediate super-visor of the Alternate Chief Steward's status.

- D. Recognized FOP representatives who are employees of the Fort Lauderdale Police Department will be permitted to discuss FOP business with employees outside duty hours or during authorized meal or rest periods of each, provided that such discussions shall in no way interrupt, delay, or otherwise interfere with the effective and proper service to the community, and during such time as the employee(s) is either off duty or on non-duty status.
- E. Recognized FOP representatives, who are employees of the Fort Lauderdale Police Department, shall be allowed to communicate official FOP business to employees prior to on-duty roll call and after the employee has been checked off duty at the end of the employee's work shift.
- F. No Steward will be granted time off from his/her job for any reason except as provided in Article 42, Grievance Procedure, or elsewhere in this Agreement and unless the City is properly notified according to this Section.
- G. Under no circumstances may a Steward present a grievance except while being paid at a straight time rate. Stewards are subject to all City rules, regulations, and policies regarding the conduct of employees of the City.
- H. Recognized FOP representatives, who are not employees of the Fort Lauderdale Police Department, will be granted access to Department work areas by the Office of the Police Chief to carry out the functions which come within the scope of their responsibilities on matters relating to this Agreement. Requests for access will normally be made twenty-four (24) hours in advance. The twenty-four (24) hour advance notice requirements may be waived under certain conditions when either party desires to conduct Labor-Management business which requires expedited action. City work hours shall not be used by employees or FOP representatives for the conduct of Union-organized meetings or for the promotion of Union affairs.
- I. Except for emergencies affecting officer safety, copies of special orders, general orders, or training bulletins affecting employees covered by this Agreement shall be made available to the FOP ten (10) working days prior to being issued/implemented.
- J. Solicitation of any and all kinds by the FOP, including solicitation of membership and the collection of FOP monies, shall not be engaged in during working hours.

ACCEPTED

For FOP



For City



ARTICLE 9 - BULLETIN BOARD

City Proposal - July 20, 2007

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 Deputy 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.

ACCEPTED

For FOP

[Signature]

For City

[Signature]

ARTICLE 11 - INFORMATION REQUESTS

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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 Systems Division 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 Systems Division.

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ARTICLE 12 - RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION

FOP 31 Proposal - October 16, 2007

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

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is taken.
- B. The interrogation shall take place in the Fort Lauderdale Police building.
- C. The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one time.
- D. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the names of all complainants. **All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint and all witness statements shall be provided to the officer who is the subject of the complaint prior to the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.**
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- H. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his rights prior to the commencement of the interrogation.

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UNION # 10-15-07

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

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

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

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

12-14-07 **ACCEPTED**

For FOP 

For City 

ARTICLE 13 - LEGAL BENEFIT

*FOP 31 Proposal - December 10, 2007
(NO CHANGE)*

Section 1. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Office of the City Attorney, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.¹

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

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

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

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

¹ 768.28, Florida Statutes

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ARTICLE 14 - MANAGEMENT RIGHTS

FOP 31 Proposal - October 16, 2007
(NO CHANGE)

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

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

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M. To establish and revise or discontinue policies, practices, programs, or procedures, provided that the exercise of such right does not have the practical effect of violating specific terms of this Agreement.

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

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

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Offices & Sergeants

Tentative Agreement
City: 115 Union: 1001
Date: 5/20/08

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY MAY 8, 2008 PROPOSAL

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.**

Disciplinary action shall include the following:

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

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

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

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

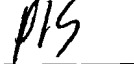
Section 5. An appeal of a suspension, demotion, or dismissal shall be processed as set forth in the Grievance Procedure in this Agreement.

ACCEPTED

For FOP



For City



ARTICLE 16 - SUBCONTRACTING

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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 Fort Lauderdale Police Lodge Number 31, FOP, when bids are requested and will, within ten (10) days thereafter, meet and discuss with representatives of Lodge Number 31 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.

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

CITY APRIL 14, 2008 PROPOSAL

ARTICLE 17 - RATES OF PAY

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

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

Section 3.0 Any future wage adjustment shall become effective at the beginning of the pay period immediately following the date of the wage adjustment.

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

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

Section 5. Employees hired as non-certified Police Officers on or after March 1, 1990, shall be assigned to a new pay range, P3, Step A, as reflected in Schedule III, Pay Range Amounts for Police Employees. Step A of Pay Range P3 shall be approximately five percent (5%) less than Step A of Pay Range P1.

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

Section 6. Shift Differential

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

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

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

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

	Midnight Shift	Evening Shift
Beginning first full pay period in October 2000	\$30.00 Biweekly	\$10.00 Biweekly
Beginning first full pay period in October 2001	\$40.00 Biweekly	\$20.00 Biweekly
Beginning first full pay period in October 2002	\$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 9.1 Effective the first full pay period beginning in ~~October 2005~~ following ratification, wage rates shall be increased by an additional ~~two percent (2%)~~ five percent (5%) as reflected in Schedule III, Pay Range Amounts.

Section 9.2 Employees on payroll as of the date of ratification, shall receive one lump sum payment in the amount of five percent (5%) of the employee's pensionable earnings including eligible overtime up to forty (40) hours beginning the pay period of October 7, 2007 through the end of the pay period in which ratification of this Agreement takes place and shall receive another lump sum payment in the amount of five percent (5%) of the employee's non-pensionable earnings for the same time period. The lump sum payments shall be subject to appropriate payroll deductions and applicable taxes.

Section ~~9.2-9.3~~ Effective the first pay period beginning in ~~April 2006~~ October 2008, wage rates shall be increased by an additional ~~one percent (1%)~~ five percent (5%) as reflected in Schedule III, Pay Range Amounts.

Section ~~9.3~~ ~~Effective the first pay period beginning in October 2006, wage rates shall be increased by an additional three percent (3%) as reflected in Schedule III, Pay Range Amounts.~~

ACCEPTED

For FOP



For City



ARTICLE 18 - TEMPORARY ASSIGNMENT

FOP 31 Proposal - August 1, 2007

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 ~~five (5)~~ **forty (40)** consecutive ~~workdays~~ **work** hours, the employee shall be paid five percent (5%) above the employee's current straight time rate for all work performed in the temporary position.

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

ACCEPTED

For FOP



For City



ARTICLE 19 - ASSIGNMENT PAY

FOP 31 Proposal - October 16, 2007

Resubmitted - December 10, 2007

Section 1. A Police Officer (Job Specification Number 614) assigned to duty as a Field Training Officer shall be entitled to seventy-four dollars (\$74.00) each biweekly pay period in addition to the basic salary. **A full time Field Training Officer will receive 1/4 point for each continuous year worked up to a maximum of two (2) years.**

~~**Section 2.** Assignment pay and supplemental adjustments shall become effective at the beginning of the pay period immediately following eligibility for such benefit.~~

12-14-07 **ACCEPTED**

For FOP

For City

ARTICLE 20 - LONGEVITY PAY

FOP 31 Proposal - December 10, 2007
(NO CHANGE)

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

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

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

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

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

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

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

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

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY OCTOBER 16, 2007 PROPOSAL

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

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

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

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

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

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

The ~~Personnel Director~~ Director of Human Resources, shall have the authority to approve the reinstatement of accrued sick and/or vacation leave utilized by an injured employee in accordance with the foregoing provisions, such reinstatement to be limited to a maximum of the sick and/or vacation leave utilized during the first thirty (30) working days following the thirty (30) I-days. In the event the injured employee seeks the reinstatement of accrued sick and/or vacation leave utilized during the working days which follow the thirty (30) working days described above, the approval of the City Manager shall also be required. When an employee is injured because of the negligence of the City, it is agreed that the City will reinstate the sick and/or vacation leave utilized by the injured employee. No reinstatement shall be approved if the injury sustained by the employee occurred through, or as a result of, negligence or willful misconduct of the employee, ~~nor shall reinstatement be approved if the employee, while receiving Worker's Compensation benefits, institutes legal proceedings against the City of Fort Lauderdale in connection with the injury sustained.~~

Section 6. If, in the judgment of the City, 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 in a light duty assignment.

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

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Offices & Sergeants

Tentative Agreement
City: FL Union: h
Date: 10-16-07

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

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

ACCEPTED

For FOP



For City



ARTICLE 22 - CALL-BACK PAY

City Proposal - May 2, 2007

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

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

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

12-11-07 ACCEPTED

For FOP [Signature]

For City [Signature]

ARTICLE 23 - STANDBY PAY

***FOP 31 Proposal - December 10, 2007
(NO CHANGE)***

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

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

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

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

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

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

ACCEPTED

For FOP 10/10

For City RS

ARTICLE 25 - BEREAVEMENT LEAVE

FOP 31 Proposal - October 16, 2007

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 three (3) **working** days in order to attend the funeral. Bereavement Leave will not be charged against sick leave, vacation, or holiday time.

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

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

ACCEPTED

For FOP



For City



ARTICLE 26 - MILITARY LEAVE

FOP 31 Proposal - April 12, 2007

Section 1.0 Employees covered by this Agreement who are commissioned reserve and reserve enlisted personnel in the United States Military, Naval Service, Coast Guard, or members of the Florida State National Guard shall be entitled to leave of absence without loss of pay in accordance with the provisions of Florida Statutes, Section 115.07. When the ~~entire unit to which the employee is assigned~~ **bargaining unit member** is ordered to active duty beyond seventeen (17) consecutive work days in any one (1) calendar year, the City agrees to pay such leave up to a maximum of ten (10) additional workdays.


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

ACCEPTED

For FOP



For City



ARTICLE 27 - JURY DUTY

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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.

ACCEPTED

For FOP

For City

ARTICLE 29 - COMMENDATION PAID LEAVE

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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

ARTICLE 30 - BASIC WORKWEEK AND OVERTIME

FOP 31 Proposal - April 12, 2007

Resubmitted - August 1, 2007

Resubmitted - October 16, 2007

Section 1. The basic workweek for all employees covered by this Agreement shall consist of forty (40) hours, starting at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday, unless otherwise specified or scheduled by management to meet particular requirements of the Department. Time spent in roll call or briefing for employees required to attend will be considered as time worked.

Section 2. All authorized and approved work performed in excess of forty (40) hours in any one (1) workweek shall be considered as overtime and shall be paid (unless the employee is granted compensatory time off) at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Compensatory time is time earned at one and one-half (1-1/2) times the overtime hours worked by an employee. The choice of compensatory time off or overtime pay shall be at the employee's option unless that compensatory time off would interfere with the operational needs of the Department involved or there are insufficient funds to pay overtime. Accrued, unused compensatory time off may not exceed eighty (80) hours, except when in the best interest of the City and when approved by the Police Chief. Upon separation from the City, the employee shall be paid for all accrued, unused compensatory time at the employee's then existing final regular rate or the average regular rate received by the employee during the last three (3) years of the employee's employment, whichever is greater. Once the eighty (80) hours compensatory time maximum accrual has been reached, employees required to work in excess of forty (40) hours in a designated workweek shall be paid overtime at the time and one-half rate.

Section 2.2 In accordance with Section 7(K) of the Fair Labor Standards Act, the normal work week for employees who are assigned to a police dog in the Canine Unit or a drug detection dog shall consist of a ~~forty-two and one-half (42.5)~~ **forty-three (43)** hour workweek in a seven (7) day period accomplished by a ~~thirty-nine and one-half (39.5)~~ **forty (40)** hour work schedule and three (3) additional hours each week for the performance of all canine related responsibilities outside of the established work schedule. The ~~forty-two and one-half (42.5)~~ **forty-three (43)** hours shall be compensated as straight time hours.

All authorized and approved work performed in excess of ~~forty-two and one-half (42.5)~~ **forty-three (43)** hours in any seven (7) day workweek shall be considered overtime and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Paid leave shall be used on the basis of actual leave from work. For example, a Canine Unit officer who takes one (1) week vacation but continues to care for his or her police dog shall use ~~thirty-nine and one-half (39.5)~~ **forty (40)** hours paid leave. In such cases, the officer shall receive ~~forty-two and one-half (42.5)~~ **forty-three (43)** straight time hours of pay.

For FOP 11/10/10

For City DK

Section 3. With the exception of paid sick leave which is not considered as hours worked, for the purposes of overtime computation, holidays, vacation leave, or any paid leave of absence shall be considered as time worked.

Section 4. Employees may be required to work overtime as scheduled. Overtime will be distributed equitably among employees in their particular job classification, in their organizational units, as far as the character of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of Departmental management to distribute overtime fairly and equitably over an extended period of time. Departmental management will maintain overtime records and will make such Information available to a Steward upon request.

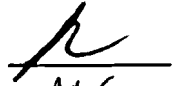
Section 5. No employee within a unit assigned standard work hours shall have his/her hours of work or days of work changed within his/her area of assignments as a punitive measure or specifically for the purpose of avoiding the payment of overtime.

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

10-14-07

ACCEPTED

For FOP



For City



ARTICLE 31 - HOLIDAYS

FOP 31 Proposal - December 10, 2007
(NO CHANGE)

Section 1. **Holidays** - Each calendar year, Bargaining Unit members shall be eligible, in the manner provided below, for a maximum of ninety-six (96) hours of holiday leave which shall be composed of:

- New Years Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day Following Thanksgiving
- Christmas Day (December 25)
- Three (3) Personal Leave Holidays

A. Fixed Date Holidays:

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

The City may, at its sole discretion, release non-essential personnel scheduled to work on a fixed date holiday. Such employees shall submit a leave form for the scheduled work hours off with pay and be considered on holiday leave. Such employees who are scheduled to work on a holiday who are released without at least fourteen (14) calendar days notice will have the day off with pay and will not be required to submit a leave form.

B. Personal Leave Holidays

A Personal Holiday shall be considered as earned during each contract year (October 1 through September 30). The employee must meet the eligibility requirements each contract year to earn the Personal Holiday(s).

A Personal Holiday earned shall be credited to the employee's vacation leave at a rate of eight (8) hours vacation leave.

The employee is eligible to earn up to three (3) Personal Holidays during the contract year as follows. After the completion of three (3) months continuous service in an active pay status with the City and completion of twenty (20) working days in the contract year, the employee earns the first Personal Holiday.

12-14-07 ACCEPTED
For FOP [Signature]
For City [Signature]

After completion, in the contract year, of six (6) months continuous service and forty-five (45) working days, the employee earns the second and third Personal Holidays.

For the purposes of this Article, working days are defined as days the employee works the complete day or is in a one hundred percent (100%) paid leave status. Leave without pay does not constitute working days. One (1) month of continuous service is a month in which the employee has worked three-quarters (3/4) or more of his/her regular days.

In the event the City converts to an hourly leave accrual program as provided in Article 39, Vacation Leave, Section 8, the three (3) personal holidays provided in Section 1 of this Article shall be converted to vacation leave and the maximum hours of holiday leave each calendar year will be reduced to seventy-two (72) hours.

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

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

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

12-14-07 **ACCEPTED**

For FOP 

For City 

ARTICLE 32 - SENIORITY

FOP 31 Proposal - April 12, 2007

Resubmitted - October 16, 2007

Resubmitted - December 10, 2007

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

Continuous service, as used in this Article, shall mean uninterrupted service except for authorized leaves of absence or separation due to lay off; however, periods of unpaid leave shall not be counted as time served for computing continuous service. (Example: employee hired January 1 goes on unpaid leave for one (1) month beginning April 1. All other periods of leave are with pay. The employee will have completed twelve (12) months of continuous service as of February 1 of the following year.)

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

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

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

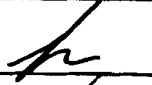
Section 5. Probation - If a new employee is hired as a non-certified police officer, the employee's probationary period will be a period of twelve (12) months of continuous service ~~or two hundred fifty (250) actual workdays~~ following graduation from the Police Academy, ~~whichever is greater~~, during which time the City will have the right to dismiss or retain the employee at its sole non-arbitrable discretion. Upon expiration of the probationary period, the employee shall be deemed a regular employee whose seniority shall date back to his/her date of hire in the permanent position.

If an employee is hired as a certified police officer, the employee's probation period will be a period of twelve (12) months of continuous service ~~or two hundred fifty (250) actual workdays~~, from the employee's date of hire, ~~whichever is greater~~.


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

ACCEPTED

For FOP



For City



ARTICLE 34 - LEAVE WITHOUT PAY

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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

ACCEPTED

For FOP



For City



ARTICLE 35 - MATERNITY LEAVE

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

Section 1.0 A pregnant employee will be permitted to work during the full term of her pregnancy but may be required by the City to undergo a medical examination in accordance with the provisions of Section 1.2 of this Article.

Section 1.1 A pregnant employee may be required by the Police Chief with the approval of the Personnel Manager, to undergo one (1) or more medical examinations to determine her physical fitness to continue to perform the work in which employed. Such medical examinations shall be paid for by the employer.

Section 1.2 Determination of physical fitness will be by a physician or physicians designated by the Personnel Manager.

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

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

Section 3.2 The employee must comply with the City's request for information concerning the status of the pregnancy disability and the anticipated date that she will be able to return to work.

Section 3.3 When submitting a request for maternity leave, the employee shall designate the number of paid hours (sick, vacation, and/or compensatory leave) she wishes to bank for future use. With the exception of banked paid leave, the employee must utilize all paid leave before going on unpaid maternity leave. Once the employee goes on approved unpaid leave, the banked paid leave shall not be utilized until the employee's return to work. Nothing in this Section shall limit the Police Chief's sole discretion to permit the disabled employee to utilize her banked paid leave for an unforeseen medical circumstance or emergency.

In absence of a physician's statement certifying the employee is disabled due to conditions arising out of pregnancy, the employee shall be considered fit for duty and will be expected to be able to return to duty beginning the ninety-first (91st) calendar day following the date of delivery.

Section 3.4 Unpaid maternity leave shall not exceed one (1) year.

Section 4. An employee on sick leave or maternity leave without pay by reason of pregnancy or conditions arising out of pregnancy may be required by the Police Chief to submit a certificate signed by a physician stating whether she is physically fit to return to the work of the position in which employed. The Personnel Manager may require

10-14-07 **ACCEPTED**

For FOP

For City

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

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

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

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

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

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

Section 7.1 Promotional scores shall be whole numbers, and the Police Chief shall have the right, when recommending appointments, to choose from the top five (5) candidates certified. Candidates passed over for promotion shall have the right to appeal beginning at Step 3 of the Grievance Procedure. If tie scores result in more than five (5) candidates being certified, the Police Chief may choose for promotion from the larger number.

Section 8. Eligibility for Positions within the Bargaining Unit:

Police Sergeant:

- A. Four (4) or more continuous years as a Police Officer; or
- B. Three (3) or more continuous years as a Police Officer and possession of a one (1) year certificate for police science or any police science related course of study approved by the Personnel Manager; or

12-14-07 **ACCEPTED**

For FOP h

For City 119

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

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

12-14-07 ACCEPTED

For FOP [Signature]

For City [Signature]

ARTICLE 38 - INVOLUNTARY TRANSFERS

*FOP 31 Proposal - October 16, 2007
Resubmitted - December 10, 2007*

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

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

Section 3. Except as provided in this Article, in no event shall any transfer be subject to the grievance/arbitration provisions of this Agreement; provided that in cases in which a transfer is accompanied by a disciplinary suspension or demotion, the arbitrator may rescind the transfer as part of the remedy if the arbitrator determines that the employee did not commit the disciplinary offense.

Section 4. Employees transferred from specialty units to the Uniformed Patrol Division will be permitted to select a shift, district and days off based upon Department seniority, ~~if the transfer occurs more than sixty (60) days prior to the next annual shift pick.~~ Any less senior non-probationary employee assigned routine patrol duties displaced as the result of such shift pick shall have the same bumping right. No other person may exercise such rights.

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

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

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

**Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY OCTOBER 23, 2007 PROPOSAL

ARTICLE 39 - VACATION LEAVE

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

Section 2. Eligibility - Each full-time employee shall earn vacation leave at the rate shown below, per years of continuous service, of one (1) working day per month of continuous service provided that the maximum vacation leave earned during one (1) year shall not exceed twelve (12) days. An employee with over five (5) years of service shall be credited on the anniversary date of employment, with an additional day of vacation for each full year of continuous service over five (5) years. Such longevity vacation leave for any employee shall not exceed ten (10) days.

Section 2. Disqualification - Vacation leave shall accrue only in those months in which an employee has worked three quarters (3/4) or more of his/her regular days. Days worked shall include days for which leave with pay was authorized.

VACATION LEAVE ACCRUAL TABLES

FOP	Years of Service	Hours earned for every hour paid	Hours earned per Pay Period (if all hours paid)	Max (hrs)	FOP K-9 (42.5 hrs)	Years of Service	Hours earned for every hour paid	Hours earned per Pay Period (if all hours paid)	Max (hrs)
	<05	0.05775	4.62	384.00		<05	0.05372	4.62	384.00
05	0.06163	4.93	392.00	05	0.05733	4.93	392.00		
06	0.06925	5.24	408.00	06	0.06093	5.24	408.00		
07	0.06925	5.54	424.00	07	0.06442	5.54	424.00		
08	0.07313	5.58	440.00	08	0.06802	5.85	440.00		
09	0.07700	6.16	456.00	09	0.07163	6.16	456.00		
10	0.08088	6.47	472.00	10	0.07523	6.47	472.00		
11	0.08463	6.77	488.00	11	0.07872	6.77	488.00		
12	0.08850	7.08	504.00	12	0.08233	7.08	504.00		
13	0.09238	7.39	520.00	13	0.08593	7.39	520.00		
14	0.09625	7.70	536.00	14	0.08953	7.70	536.00		
15	0.09625	7.70	544.00	15	0.08953	7.70	544.00		
>15	0.09625	7.70	544.00	>15	0.08953	7.70	544.00		

Section 3. The Police Chief shall make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Offices & Sergeants

City: Fort Lauderdale Tentative Agreement
Union: Police Officers & Sergeants
Date: 10-11-07

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Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

However, employees may, at their option, accrue vacation leave to a maximum of the leave earned in two (2) anniversary years.

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

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

Section 65 The minimum charge for vacation leave shall be in units of one-half (1/2) hour.

Section 76. 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.

~~Section 8. During the life of this Agreement the City may convert from its daily vacation leave accrual program as provided in this Article to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of vacation leave an employee is eligible to earn in a twelve month period, rather it is intended to simplify the administration of the vacation leave accrual program.~~

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CITY NOVEMBER 7, 2007 PROPOSAL

ARTICLE 40 - SICK LEAVE

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

Section 2. Leave Accrual - ~~All permanent and probationary full-time employees shall earn Sick Leave at the rate of one (1) day per month provided that the employee has worked three quarters (3/4) or more of the regular work days. The City converted from its daily sick leave accrual to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of sick leave an employee is eligible to earn in a twelve month period, rather it is intended to simplify the administration of the sick leave accrual program.~~

Section 2.1 All permanent and probationary full-time employees shall earn sick leave at the rate of .04625 hours leave for each hour worked in the normal forty (40) hour work week. For example, an employee earns 1.85 hours sick leave after working one normal forty (40) hour work week. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours. Days worked shall include days for which leave with pay was authorized. Sick Leave earned on October 1, 1977, and thereafter shall accrue at the rate of pay in effect at the time such leave is earned. All Sick Leave accrued prior to October 1, 1977, shall accrue at the rate of pay in effect as of October 1, 1977.

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

Section 4. ~~Ninety (90) Day 720 hours~~ Limitation - A maximum of ~~ninety (90) Sick Leave days~~ **seven hundred twenty (720) hours of sick leave** only will be permitted to accrue at any time for employees whose anniversary date of employment is October 1, 1977, or anytime thereafter. For employees hired on or after October 1, 1977, however, Sick Leave days may be accrued in excess of the ~~ninety (90) day~~ **seven hundred twenty (720) hours** limit, provided that such additional days ~~hours~~ may be used only for sickness and may not be converted to **be used as** vacation or paid for upon termination of employment in accordance with Sections 11 and 12 of this Article.

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

A. An employee with ~~at least thirty (30)~~ **two hundred forty (240) hours** but less than ~~ninety (90) days~~ **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 ~~six (6) days~~ **48 hours**, to either ~~six (6) days~~ **forty eight (48) hours to be used as** of-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.

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collective bargaining**

- B. An employee with at least ninety (90) days 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 twelve (12) days ninety six (96) hours of to be used 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 ~~Vacation Leave 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 ~~Vacation Leave hours~~, such leave shall ~~automatically be reconverted to~~ remain as sick leave at the original value thereof.

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

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

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

~~Section 8. Probationary employees (original appointment) shall accrue Sick Leave in accordance with this Article; however, a probationary employee may not be granted in excess of eight (8) hours Sick Leave with pay in each quarter year (3 months) of the probationary year.~~

Section 98. Sick Leave taken because of illness or injury or converted to vacation or to a cash payment shall utilize the most recently accrued Sick Leave. 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 109. Sick Leave pay will be normally paid at the same rate as a regular workday, except in those instances where other City benefits, excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for Sick Leave pay amount and use to preclude payments in excess of regular pay.

Section 110. Payment for unused Sick Leave shall be made to employees hired on or after October 1, 1984, whose employment is terminated while in good standing and in accordance with the following schedule:

Upon Termination in Good Standing
Upon Retirement

25% of Rate of Accrual
50% of Rate of Accrual

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Offices & Sergeants

Tentative Agreement
City: 19 Union: 12
Date: 12-14-07

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collective bargaining**

Section 1211. An employee, hired prior to October 1, 1984, upon termination from City employment in good standing, shall be paid for unused Sick Leave in accordance with the following schedule:

10 Years of Service or Less	25% of Rate of Accrual
Greater than 10 Years of Service but Less than 20 Years	45% of Rate of Accrual
20 Years or More	65% of Rate of Accrual

Upon retirement from City employment, an employee shall be paid for unused Sick Leave in accordance with the following schedule:

10 Years of Service or Less	50% of Rate of Accrual
Greater than 10 Years of Service but Less than 20 Years	65% of Rate of Accrual
20 Years or More	80% of Rate of Accrual

Retiring employees may convert accrued Sick Leave to be used as final Vacation Leave in accordance with the following schedule; provided, however, no more than ~~twelve (12)~~ ninety six (96) hours of such accrued Sick Leave days may be converted to used as final Vacation Leave:

10 Years of Service or Less	<u>.5 days Vacation Leave for one day 4 hours used as vacation leave for every eight (8) hours of Sick Leave</u>
Greater than 10 years of service but less than 20 years	<u>.65 days Vacation Leave for one sick day 5.20 hours used as vacation leave for every eight (8) hours of sick leave</u>
20 Years or Longer Service <u>More</u>	<u>.80 days Vacation Leave for one day 6.4 hours used as vacation leave for every eight (8) hours of Sick Leave</u>

Section 13. ~~During the life of this Agreement the City may convert from its daily sick leave accrual program as provided in this Article to an hourly leave accrual program. This conversion from the daily to hourly leave accrual program is not intended to change the amount of sick leave an employee is eligible to earn in a twelve month period, rather it is intended to simplify the administration of the sick leave accrual program.~~

12-14-05 **ACCEPTED**
For FOP [Signature]
For City [Signature]

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

APPLICATION FOR DONATION OF SICK/VACATION LEAVE

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

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

NAME OF EMPLOYEE (Print) _____

EMPLOYEE NUMBER _____

SIGNATURE OF EMPLOYEE _____ DATE _____

DEPARTMENT/DIVISION NAME AND NUMBER _____

APPROVED BY: _____
Personnel Manager

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collective bargaining**

CITY MAY 8, 2008 PROPOSAL

ARTICLE 42 - GRIEVANCE PROCEDURES

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

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

Section 2.3. Should a grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly. Grievances involving discipline shall follow the procedure established in Section 4.0 through 5.1 of this Article. Probationary employees shall have rights in the grievance procedure through Step 3, except for non-disciplinary matters, but shall not be entitled to use the arbitration or in the Disciplinary Review Board procedures established by this Article Agreement. All other grievances shall be processed in accordance with the following procedure:

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

Step 2. If the grievance has not been resolved to the satisfaction of the employee Union at Step 1, the grievance may be reduced to writing on the regular grievance form, signed by the employee and presented to the employee's bureau commander or designee not later than ten (10) working days after the immediate supervisor's response was rendered at Step 1. If the grievance involves more than one (1) employee, at least one (1) of the aggrieved employees must sign the grievance form, and at least ten percent (10%) of the aggrieved employees must sign the grievance prior to proceeding to Step 3. Any resolution of the grievance shall be limited to those employees who have been named on the grievance form. The bureau commander or designee shall conduct a meeting with the affected employee(s) and/or Union Steward within ten (10) working days of receipt of the written grievance and shall reply to the affected employee(s) and the issue his/her decision, in writing to the Union, in writing, of the decision within ten (10) working days after the close of the meeting.

Step 3. If the grievance is not settled to the satisfaction of the employee(s) Union at Step 2, the decision may be appealed by the Union by presenting the written grievance to the Police Chief or designee not later than ten (10) working days after receipt of the decision by of the bureau commander or designee at Step 2. The Police Chief or designee shall conduct a meeting with the affected employee(s) and/or Union Steward within ten (10) working days or receipt of the

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collective bargaining***

appeal and shall reply to the ~~affected employee(s) and the~~ Union, in writing, within ten (10) working days following the close of the meeting.

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

Section 34.0

- 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 employees 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, such employees 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

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collective bargaining**

indicated in Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.

I. In the event that the grievance involves a group of employees who do not have the same bureau commander, the procedure shall start with Step 3.

~~J. In accordance with State law, the Union shall not be obligated to process a grievance of a non-member.~~

J. The Union shall have the right to file grievances in the third step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the Union can factually demonstrate:

1. that the matter is covered by a provision of the Agreement; and
2. that the matter involves the interpretation or application of that provision; and
3. the grievance does not seek to add to or subtract from any provision of the Agreement; and
4. the subject matter of the grievance is general in nature, having application to a majority of the members of the Unit.

~~Section 4.0 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.~~

~~Disciplinary action shall include the following:~~

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

~~Employee corrective interviews shall not be considered disciplinary action for the purpose of this Agreement and may be appealed only to the next level 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.~~

~~An appeal of a suspension, demotion, or dismissal shall be processed as set forth below.~~

~~**Section 4.1 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.**~~

~~**Disciplinary action shall include the following:**~~

- ~~**1. Written Reprimand**~~
- ~~**2. Suspension/Forfeiture of Time**~~

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collective bargaining**

- 3. Demotion**
- 4. Discharge**

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

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

An employee corrective interview may be appealed orally or in writing only to the next level 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.

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

Section 4.1 2 If discipline other than counseling or reprimand is contemplated, the Police Chief or designee shall meet with the employee and/or the Union Steward ~~if so requested by the employee~~ and shall provide the written notice described in ~~4.0 above~~ **Article 15, Section 1**, which shall include the notice that the employee may request a hearing on the matter within ~~five (5)~~ **ten (10)** working days if the employee feels that the disciplinary action is unwarranted. If the employee does not request such hearing within ~~five (5)~~ **ten (10)** working days the hearing shall be considered waived.

Section 4.2 3 If a written request for a hearing from the employees is received within ~~five (5)~~ **ten (10)** working days, the Police Chief or designee shall schedule such hearing within ~~five (5)~~ **ten (10)** working days after the request is received at which the facts regarding the disciplinary action shall be reviewed with the employees. The Union Steward and/or legal counsel may accompany or represent the employee at the hearing, but the City shall not be responsible for payment for such representation. The hearing shall be recorded by tape.

Section 4.3 4 Failure of the employee and the Union to appear at such scheduled hearing shall, except for mutually agreed upon good reason, be considered a waiver of the desire for a hearing.

Section 4.4 5 The Police Chief or designee, within ~~five (5)~~ **ten (10)** working days following the close of the hearing, will submit to the City Manager a recommendation for action. Within ~~five (5)~~ **ten (10)** working days after receipt of that recommendation, the City Manager will issue a final decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union Steward.

Section 4.5 6 If disciplinary action is taken by the City Manager which the employee considers to be unwarranted, the employee and the Union representative may appeal such action by filing a grievance directly under Section ~~2-3~~, Step 4 of this Article.

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collective bargaining***

Section 4.6-7 In considering the severity of a disciplinary recommendation, the Police Chief or designee may take into account past counseling letters of reprimand or disciplinary action, prior conduct, and the employee's employment record.

Section 4.7-8 Any regular employee may be immediately terminated or suspended without advance notice where the giving of such notice could result in damage to the City or to private property, injury to the employee, a fellow employee, or the general public.

Section 4.8-9 In any case in which an employee is charged by proper authorities with commission of a crime involving moral turpitude, the employee may be immediately suspended without pay pending final disposition of such criminal charges. Such suspension shall not be subject to review through arbitration.

- A. In the event that any employee is convicted of such criminal charges, his or her suspension shall automatically be converted into an involuntary termination and shall not be subject to further review through arbitration.
- B. Where charges against any employee are dismissed for any reason, or there is no adjudication of guilt, the City shall have twenty (20) days after receipt of notice of such action to either reinstate the employee with back pay or to institute administrative disciplinary charges against the employee. Such administrative charges, if any, shall be subject to review under the grievance/arbitration procedures provided herein.
- C. In no event shall any employee be granted back pay for any period of suspension attributable to pending criminal charges against the employee unless the employee is found innocent of such charges or such charges are found to have arisen out of direct line of duty conduct undertaken in good faith,

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

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

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

- A. A Disciplinary Review Board shall be composed of one (1) member appointed by the City, one (1) member appointed by the Union, and one (1) Chairman, who shall be an arbitrator selected in accordance with the provisions established in Article 43, Section 2, "Arbitration", of this Agreement. Each Disciplinary Review Board shall be appointed on a case-by-case basis unless otherwise agreed upon by the parties.
- B. 1. The Disciplinary Review Board convened pursuant to this Section shall conduct a hearing not more than fifteen (15) days after selection of the Chairman at a time and place agreed upon by the Board members or, absent agreement, set by the Chairman.

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The Chairman shall provide not less than five (5) days notice of the hearing by certified mail to the City, the Union, and the affected employee. The purpose of the hearing and the authority of the Board shall be limited to review of such evidence as may be necessary to determine whether the disciplinary action is arbitrary or capricious or based upon deficiencies in performance and/or deficiencies in conduct.

2. In accordance with Section 682.08, Florida Statutes (1983) the Chairman shall have the authority to issue subpoenas for the attendance of witnesses and for the production of records, documents, and other evidence and shall have the power to administer oaths.
3. At the hearing, the City and the employee may each be represented by legal counsel and shall have the right to introduce documentary and testimonial evidence. Evidence may be received in written form. All testimony of parties and witnesses shall be under oath. All hearings shall be tape recorded. The Chairman shall preside over the hearing and may rule upon objections raised in the course of the proceedings. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action. The burden of proof, based upon a preponderance of evidence, shall be upon the City.
4. Hearings before the Board shall be conducted informally and shall not be controlled by technical rules of evidence. Where an employee's challenge to the dismissal is grounded upon any question of law related to a Police Department rule, regulation, or procedure, the Board may hear argument, receive briefs, or both in connection with the challenged action and the Board shall include its conclusions regarding the legal question in its report.
5. Within fifteen (15) days after the close of the hearing, the Board shall issue its written decision to the City Manager with a copy to the Union and/or employee. The minimum contents of such report shall be as follows:
 - (a) that charges sufficient in law were preferred,
 - (b) that due notice was given;
 - (c) that a hearing was conducted at which an opportunity to be heard was afforded;
 - (d) that each party was either afforded the opportunity to have legal counsel or waived such right;
 - (e) findings of fact material to the issues;
 - (f) conclusions based upon the evidence and argument presented;
 - (g) a final decision affirming, rejecting, or modifying the dismissal and a statement of grounds therefore.

C. Exception: Review of Issues of Law

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

1. Was there a lack of competent and substantial evidence?

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 -- Police Offices & Sergeants

Tentative Agreement
City: PIS Union: U-5
Date: 7/8/10

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Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

2. Was there a denial of due process?
3. Does the decision depart from the essential requirements of the law?

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

D. Costs

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

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Offices & Sergeants

City: 119 Union: [Signature]
Date: 10-14-07

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collective bargaining**

CITY OCTOBER 23, 2007 PROPOSAL

ARTICLE 43 - ARBITRATION

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

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

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

Section 3.1 Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange for the date and place of hearing; or, if questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance.

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

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

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

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

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

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 – Police Offices & Sergeants

Tentative Agreement
City: W9 Union: R
Date: 12-14-07

***Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

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

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

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

Section 4.0 This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority to change the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement.

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

12-14-07 ACCEPTED
For FOP [Signature]
For City [Signature]

ARTICLE 44 - PERFORMANCE RATING REVIEW

FOP 31 Proposal - December 10, 2007
(NO CHANGE)

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

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

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

Section 3. An employee who, after the review provided in Section 2, wishes to appeal shall submit a written request to the Labor Relations Manager 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 Labor Relations Manager 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 chairman of the Rating Review Committee. A written statement indicating which part of the Performance Rating Report the employee considers to be prejudiced must accompany the request for review. The employee's appeal shall be promptly considered by the Rating Review Committee in the order of its filing. The employee and the employee's rater and rater's supervisor shall be present during the review of the employee's appeal. Proceedings shall be informal, orderly, and pertain to the presentation of information and evidence relating to the employee's belief of prejudiced consideration of the rater during the period the rating evaluation covers.

Section 5. Employees who have observed the employee's performance for a considerable amount of time of this period may testify. The Rating Review Committee

12-14-07 ACCEPTED
For FOP [Signature]
For City [Signature]

shall carefully budget the time of all employees appearing before it so that the operations of the Department will not be disrupted. The appealing employee may also submit a written statement to the Committee for their consideration.

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

12-14-07 ACCEPTED
For FOP [Signature]
For City [Signature]

ARTICLE 45 - COMPREHENSIVE HEALTH CARE PROGRAM

FOP 31 Proposal - December 10, 2007

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

Section 2.0 Effective October 1, 2004~~7~~, the City agrees to increase its monthly contribution of seven hundred nine dollars (\$709) by fifty dollars (\$50) per month to a total of seven hundred fifty nine dollars (\$759) **continue to pay** eight hundred thirty four dollars (\$834) per month to the plan for each eligible employee. Any amounts above the City's contribution will be paid by the employee.

~~**Section 2.1** Effective October 1, 2005, the City agrees to increase its contribution by thirty five dollars (\$35) per month to a total of seven hundred ninety four dollars (\$794) per month to the plan for each eligible employee.~~

~~**Section 2.2** Effective October 1, 2006, the City agrees to increase its contribution by forty dollars (\$40) per month to a total of eight hundred thirty four dollars (\$834) per month to the plan for each eligible employee.~~

Section 3. The Union agrees that the City's payments of the sums set forth in subparagraph 2 above shall be its sole obligation for providing health and dental insurance benefits for bargaining unit members. The Union agrees to indemnify and hold the City harmless for any and all claims, which may be asserted by any person or 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 #31 that the Union health plan is not a City of Fort Lauderdale benefit plan therefore FOP Lodge 31 shall not use "City of Fort Lauderdale" in its plan documents.

**Confidential – Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY MAY 8, 2008 PROPOSAL

ARTICLE 46 - MODIFICATIONS TO RETIREMENT SYSTEM

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

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

Section 3. ~~The City Manager agrees to submit to the City Commission a proposed amendment to Chapter 20, Article IV, Division 3 of the Code of Ordinances (Police and Firefighters' Retirement System) to accomplish the following:~~

- ~~1. The parties acknowledge that the purpose of the Deferred Retirement Option Program is to encourage eligible Police Officers to commence retirement in accordance with the DROP provisions at the earliest available date and that the DROP program is therefore an incentive for early retirement. The DROP is intended to comply with all the provisions of the Internal Revenue Code applicable to the City's Police & Firefighters Retirement System ("Plan") and to all provisions of Chapters 175 and 185, Florida Statutes, applicable this local Plan receiving state premium tax monies. Notwithstanding anything to the contrary herein, neither the Board nor the City shall take any action contrary to the Internal Revenue Code provisions applicable to this Plan, or the tax qualification status of this Plan; ~~or contrary to any provisions of Chapters 175 or 185, Florida Statutes applicable to this local Plan receiving state premium tax monies.~~~~
- ~~2. Officers who entered DROP prior to the effective date of this agreement shall be governed by the terms of the DROP in effect on the officer's date of entry and shall not have the right to alter that election. All Police Officers are strongly encouraged to consult with the Plan Administrator and/or their personal financial advisors to determine the most advantageous time, if any, to enter DROP retirement. For Officers who first enter the DROP program on or after April 1, 2004:~~

~~A. Entry in DROP shall be available on the first day of the month coincident with or~~

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Florida Statute 447.605(1) and/or (3) relating to
collective bargaining***

~~next following the date the Officer completes twenty (20) years of creditable service, without regard to age.~~

~~B. Officers may participate in DROP for a maximum of sixty (60) months provided the officer enters the DROP on or before the first day of the month coincident with or next following the date the Officer completes twenty two (22) years of credited service, without regard to age. For each month, or fraction thereof, following the completion of the twenty second (22nd) year of credited service that an officer delays entry into the DROP, the sixty (60) month DROP participation period shall be reduced by one month or fraction thereof.~~

~~C. Officers who were eligible to participate in the DROP prior to April 1, 2004 but have not yet entered DROP may elect between the terms of the DROP in effect prior to that date or the terms set forth in this section, but not both. On and after April 1, 2004, DROP eligibility and participation shall terminate upon the earlier of (i) sixty (60) months of DROP participation, (ii) completion of the twenty seventh (27th) year of credited service, (iii) the member's death during DROP Retirement, or (iv) termination of employment with the City. Examples of the application of this section shall be as outlined below:~~

~~Example No. 1: An officer who reached the normal retirement date of twenty (20) years of credited service and age 45 on April 1, 2002 and did not enter DROP until March 1, 2004, is limited to 3 years and one month in the DROP. Such officer's DROP Participation would be governed by the pre-April 1, 2004 rules which provide for a maximum participation of 60 months, with a reduction of one month, or fraction thereof, for each month (or fraction thereof) delay in entering DROP. However, if the same officer waits to enter the DROP until April 1, 2004, the officer will be eligible to participate for 60 months, as the officer will not reach 27 years of service for 5 years after April 1, 2004, unless the officer dies or ceases employment with the City at an earlier date.~~

~~Example No. 2: If the same officer reached the normal retirement date of twenty (20) years of credited service and age 45 on April 1, 2000 and enters DROP under the pre-April 1, 2004 rules on March 1, 2004, the officer will be limited to one year and one month of DROP participation. However, if the officer waits to enter DROP until April 1, 2004, the officer will be eligible to participate in DROP for three (3) years, as the officer will reach twenty seven (27) years of service within three (3) years of entry into DROP.~~

~~Example No. 3: On March 20, 2004 an officer reaches age 45 with 24 years service and is eligible for 5 years of DROP (24 to 29 years); provided that the officer enters DROP on or before March 31, 2004. However, under the new rules as of April 1, 2004, the same officer has 24 years of service but is only eligible for 3 years of DROP (24 to 27 years).~~

~~Example No. 4: If an officer attains twenty (20) years of service on April 1, 2004 and enters the DROP on April 1, 2006, the officer may continue in DROP for sixty (60) months until the completion of the twenty seventh (27th) year of creditable service unless the officer dies or ceases employment with the City at an earlier date.~~

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collective bargaining**

~~Example No. 5: If an officer attains twenty (20) years of creditable service on April 1, 2004 and delays entering DROP until April 1, 2007, the officer may continue in DROP for forty eight (48) months until reaching twenty seven (27) years of creditable service, unless the officer dies or ceases employment with the City at an earlier date.~~

~~Example No. 6: If a officer attains twenty (20) years of credited service on April 1, 2004 and enters the DROP on that date, the officer may continue in DROP for sixty (60) months until the completion of the twenty fifth (25th) year of service, unless the officer dies or ceases employment with the City at an earlier date.~~

~~Example No. 7: Officers not already in DROP who have already completed twenty seven (27) years of creditable service as of April 1, 2004, have no remaining DROP eligibility.~~

- ~~3. To the extent the above provisions conflict with provisions for DROP Periods commencing prior to April 1, 2004, the pre April 1, 2004 provisions shall no longer be in effect.~~
- ~~4. The terms and conditions of DROP for an officer who submits the required election forms and OWBPA release and commences DROP prior to April 1, 2004 shall be governed by the terms and conditions existing at the commencement of the DROP Period. Nothing contained in the DROP provisions applicable to DROP Periods commencing on or after April 1, 2004 shall affect the provisions of DROP for those officers whose DROP Period commenced prior to April 1, 2004.~~
- ~~5. Within the constraints of existing law, the parties agree to cooperate in shortening the administrative period required as a condition precedent to commencement of a DROP Period as set forth in Sec. 20-129 (b.1) (2).~~

6. Section 4. In the event that a court of competent jurisdiction or a state or local agency with authority to enter a final order determines, at any procedural level, that any provision of the DROP, as amended pursuant to this article, violates federal, state or local age discrimination laws or regulations, the DROP program shall be immediately suspended and no further officers shall be permitted to enter the program. The City and the Union will, as soon as practicable, commence impact bargaining to address the effect of the court or agency determination on this article. Notwithstanding such impact bargaining and in addition to the general severability provisions set forth in the City's retirement ordinance at the time these modifications are ratified by the City Commission, the DROP plan may, at the City's option, be immediately terminated as specified in Section 20-129(b.1)(10)a-d of the City Code of Ordinances after notice to the Union, the Trustees and the affected officers then in DROP.

7. Section 5. None of the modifications to the Deferred Retirement Option Program set forth in this Article the prior Agreement between the parties shall be construed as an admission that the program in effect prior to these modifications was contrary to any law or administrative regulation for purposes of any pending or future litigation, internal or external administrative charge or other claim related to or arising out of the DROP program.

Section 6. The City and the Union acknowledge the requirements of the Florida Constitution (1968) and Florida Statutes shall be met prior to any change in any pension or retirement benefit.

12-14-07 **ACCEPTED**
For FOP [Signature]
For City [Signature]

ARTICLE 47 - CLOTHING MAINTENANCE

*FOP 31 Proposal - October 16, 2007
Resubmitted - December 10, 2007*

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

Section 2. Effective October 1, 2000, detectives and other officers assigned to plain clothes duty shall receive a plain clothes allowance of eighty-five (\$85.00) per month.

Section 3. Effective October 1, 2000, the City shall pay one hundred percent (100%) of the cost of a pair of safety shoes annually, not to exceed sixty-five dollars (\$65.00), or boots for mounted/motor officers, not to exceed one hundred fifty dollars (\$150.00), which conform to the standards established by the Department and have been purchased from a designated supplier.

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

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

Section 6. The City shall ~~implement~~ **continue**, ~~as soon as practical,~~ a program of providing and replacing bullet-proof vests at no expense to the employee.

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

ACCEPTED

For FOP



For City

accredited educational institution. No reimbursement will be made for textbooks, lab fees, or any other expenses. No coursework shall be performed during working hours unless approved by the employee's department head. In such event, coursework performed during working hours shall be deducted from accumulated annual leave time.

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

ACCEPTED

For FOP

ARTICLE 50 - DEPARTMENTAL POLICY, RULES AND REGULATIONS For City

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

Section 1. It is agreed and understood that the Police Department currently has policy, rules, and regulations governing employment. The Union agrees that such policy, rules, and regulations shall be formulated, amended, revised, and implemented at the sole and exclusive discretion of the Police Chief; provided, however, that said formulation, amendment, revision, and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the Police Chief shall provide at least ten (10) working days notice of such change to the President of the Union.

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

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

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

ACCEPTED

For FOP

For City

ARTICLE 51 - USE OF FORCE

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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.

Agreement between City of Fort Lauderdale
and FOP, Lodge 31 - Police Offices & Sergeants

Negotiative Agreement
City: FS Union:
Date: 10/16/07

**Confidential - Not subject to public disclosure under
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collective bargaining**

CITY OCTOBER 16, 2007 PROPOSAL

ARTICLE 52 - OFF-DUTY EMPLOYMENT

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

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

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

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

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

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

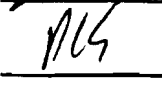
Section 7. Upon thirty (30) days from ratification of this Agreement, the employee must give written notification to the City, through the chain of command, of all non police related employment.

ACCEPTED

For FOP



For City



ARTICLE 53 - PERSONNEL RECORDS

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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. The Police Department's official personnel file shall be purged as provided in this Section. Upon completion of an employee's performance evaluation, any counseling forms received during that rating period shall be purged from the file. Upon request of the employee, letters of reprimand will be purged, provided the employee has had no disciplinary action or letters of reprimand during the two (2) years immediately preceding the request. Further, any disciplinary actions in an employee's file which are later overturned in the manner provided for in this Agreement shall be deemed rescinded, and the records of such disciplinary action shall be removed from the employee's Police Department personnel file.

Section 4. For the purposes of this Article, investigative and/or internal affairs files shall not be construed as personnel records.

Section 5. 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 6. 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 7. The parties agree to mutually submit a request for a written opinion from the State Attorney General's Office concerning whether the purging provisions of this Article are in conflict with Florida Statutes. The parties agree that the Attorney General's Office opinion shall be binding on both parties with respect to purging of employee personnel files.

12.14.07 **ACCEPTED**

For FOP [Signature]

For City [Signature]

ARTICLE 54 - SAVINGS CLAUSE

FOP 31 Proposal - December 10, 2007

(NO CHANGE)

By a court of competent jurisdiction.

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

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

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

provided the court enters a stay

ACCEPTED

For FOP 
For City 

ARTICLE 55 - ENTIRE AGREEMENT

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

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.

**Confidential - Not subject to public disclosure under
Florida Statute 447.605(1) and/or (3) relating to
collective bargaining**

CITY FEBRUARY 28, 2008 PROPOSAL

ARTICLE 56 - DURATION OF AGREEMENT, DATES

Section 1.1 This Agreement shall become effective upon the date of ratification by the parties, and shall remain in full force and effect until 12:00 midnight September 30, 2007 **2009**.

Section 1.2 This Agreement shall be renewed automatically from year to year thereafter unless either party has given written notice to the other on or before March 15, 2007 **2009** or by March 15 of any year thereafter of its desire to negotiate a successor agreement. **If such notice is given, negotiations shall begin no later than April 15, 2009 or by April 15 of any year thereafter.** ~~If such notice is given, negotiations shall begin no later than April 15, 2007, or by April 15 of any year thereafter. The party serving such notice shall submit its proposals in writing no later than ten (10) days prior to the start of negotiations but no later than April 15 of the year in which notice is given. At the initial meeting, the party submitting such proposals shall provide a justification for any change sought. Proposals, counter proposals, or comments shall be submitted in writing to the party originally serving notice within fifteen (15) days of such meeting. Subsequent negotiations shall be limited to the issues thus raised. If no agreement has been reached within sixty (60) days after negotiations begin, either party may declare that an impasse has occurred, and the parties acting jointly shall immediately seek the appointment of a mediator from the office of the Federal Mediation and Conciliation Service.~~

Section 1.3 ~~If the impasse is not resolved within fifteen (15) days after the appointment of such mediator, the articles upon which tentative agreement by the parties has not been reached shall be submitted to a Special Master selected by the parties from a list of persons who are qualified to serve, which has been provided by the Public Employees Relations Commission to the parties. The parties shall select the Special Master by each alternately striking a name from the panel list until one (1) name remains.~~

ACCEPTED

For FOP 

For City 

ARTICLE 58 – VACANT

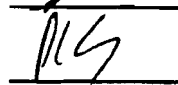
FOP Proposal - August 1, 2007
(NO CHANGE)

ACCEPTED

For FOP



For City



ARTICLE 59 - CHEMICAL DRUG TESTING

FOP 31 Proposal - August 1, 2007
(NO CHANGE)

Section 1. 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 per year.

Section 2. Employees found to test positive for illegal drugs may be subject to discipline up to and including discharge.

Section 3. Nothing in this Article shall, in any manner, affect the right of the Police Chief to require any officer to submit to a fitness for duty examination at any time, which does not include chemical drug testing.

12-14-07 ACCEPTED

For FOP [Signature]

For City [Signature]

ARTICLE 60 – RETIREE HEALTH CARE BENEFITS

FOP 31 Proposal - December 10, 2007

Section 1. Effective October 1, 2000, the City will contribute four hundred dollars (\$400) per month for health insurance benefits to Bargaining Unit members who retire from employment with the City after their Normal Retirement Date. This contribution shall become effective beginning the month following their termination from employment with the City after their Normal Retirement Date and shall cease upon the member attaining age ~~sixty five (65)~~ or Medicare eligibility, ~~whichever comes first.~~

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

Section 3. The City will contribute three hundred dollars (\$300) per month for health insurance benefits to Bargaining Unit members who retired from employment with the City after their Normal Retirement Date during the period beginning October 1, 1991 through September 30, 2000. This contribution shall cease upon the member attaining age ~~sixty five (65)~~ or Medicare eligibility, ~~whichever comes first.~~

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