

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

2016 – 2019

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1 **ARTICLE 1 – PREAMBLE**

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3 This Agreement is entered into this _____ day of _____, 2016, by and between
4 the City of Lauderhill, Florida (the "City") and the Broward County Police Benevolent
5 Association (the "PBA" or the "Union.")

6 WHEREAS, this Agreement reduces to writing the understandings of the City and
7 the PBA to comply with the requirements contained in Chapter 447, Florida Statutes, as
8 amended; and

9 WHEREAS, this Agreement is entered into to promote a harmonious relationship
10 between the City and the PBA and to encourage more effective employee service in the
11 public interest; and

12 WHEREAS, it is understood that the City is engaged in furnishing essential public
13 services which vitally affect the health, safety, comfort and general well being of the public
14 and the PBA recognizes the need to provide continuous and reliable service to the public;

15 NOW THEREFORE, in consideration of the mutual covenants and agreements
16 herein contained, the parties agree as follows.

17

1 **ARTICLE 2 – RECOGNITION**

2
3 The City recognizes the PBA as the exclusive bargaining agent for the purpose of
4 collective bargaining with respect to wages, hours and other conditions of employment for
5 those employees included within the certified bargaining unit, and any other inclusions or
6 exclusions mutually agreed to, in writing, by the parties, and approved by the Public
7 Employees Relations Commission. The bargaining unit is defined by Florida Public
8 Employees Relation Commission Certification Number 1819, which states as follows:

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

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

ARTICLE 3 - TERM OF AGREEMENT

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3 3.1 This Agreement shall be effective upon ratification by the PBA and the City,
4 and shall continue until September 30, 2019. No portion of this Agreement
5 shall be retroactive.

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

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

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

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

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

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

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

ARTICLE 5 - REPRESENTATION OF THE CITY

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

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

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

ARTICLE 6 - PBA ACTIVITIES

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- 6.1 The PBA agrees that there shall be no solicitation for membership in the PBA, signing up of members, collecting of any fees, dues or assessments or meetings of the employee organization on City time.
- 6.2 With prior approval of the Chief or designee, on a case-by-case basis, the PBA may distribute literature and hold Union meetings on City time.
- 6.3 The PBA shall have a bulletin board in the police department in order to post information regarding union business. All postings shall be approved by the Police Chief in advance of being posted.

ARTICLE 7 - NO STRIKE

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

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

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

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

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

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

ARTICLE 8 - DUES CHECK-OFF

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8.1 Any member of the PBA who has submitted a properly executed dues deduction form (Appendix A) to the City Manager or his or her designee may have his or her membership dues in the PBA deducted from his or her wages. Dues deducted for wages of a member will be transmitted to the PBA on a monthly basis. However, the City shall have no responsibility or any liability for the improper deduction of dues.

8.2 The PBA shall indemnify, defend and hold the City harmless against any and all claims, suits, orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 9 - POLITICAL ACTIVITY

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

9.2 No employee covered by this Agreement shall, directly or indirectly, solicit or take part in soliciting an assessment, subscription or contribution of any employee of the City for any political organization or purpose during work hours or on City property.

1 **ARTICLE 10 - MANAGEMENT RIGHTS**

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

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

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

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

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

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

21

- 1 10.1.6 To determine the number of all employees who shall be employed by
2 the City, the job make up, activities, assignments and the number of
3 hours and shifts to be worked per week including starting and
4 quitting time of all employees subject to the Article entitled Hours of
5 Work and Overtime;
- 6 10.1.7 To determine the number, types, and grades of positions or
7 employees assigned to an organizational unit, department or project,
8 and the right to alter, combine, reduce, expand, or cease any
9 position;
- 10 10.1.8 To determine internal security practices;
- 11 10.1.9 Control the use of equipment and property of the City;
- 12 10.1.10 Fill any job on an emergency basis;
- 13 10.1.11 Formulate and implement department policy, rules and regulations;
14 and
- 15 10.1.12 Introduce new or improved services, maintenance procedures,
16 materials, facilities and equipment, and to have complete authority to
17 exercise those rights and powers incidental thereto, including the
18 right to make unilateral changes when necessary.
- 19 10.2 If the City fails to exercise any one or more of the above functions from time
20 to time, it shall not be deemed a waiver of the City's right to exercise any or
21 all of such functions.
- 22 10.3 Any management rights, powers or privileges of the City not expressly
23 modified or restricted by a specific provision of this Agreement shall remain

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

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

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

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

13 11.3 Grievances shall be processed in the following manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 13 - PERSONNEL RECORDS

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13.1 The City agrees that all official personnel records shall be kept confidential to the extent provided by law.

13.2 The City agrees that, with reasonable advance notice, a bargaining unit employee shall have the right to inspect his/her official personnel file, specifically excluding such records as those which are part of an ongoing or active criminal or internal investigation.

13.3 The City shall provide bargaining unit employees with a copy of any document placed in that employee's personnel file.

13.4 The City agrees that, after it completes an internal investigation concerning a bargaining unit employee, it will provide that employee with a complete copy of the investigation file at no cost to the employee.

ARTICLE 14 - LEGAL REPRESENTATION

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

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

ARTICLE 15 - HOURS OF WORK

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2 15.1 Bargaining unit employees are salaried exempt employees under the Fair
3 Labor Standards Act. As such, they are paid a set salary regardless of
4 the number of hours/week that they work.

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ARTICLE 16 – HOLIDAYS

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

5 New Year's Day

6 President's Day

7 Memorial Day

8 Independence Day

9 Labor Day

10 Columbus Day

11 Veteran's Day

12 Martin Luther King's Birthday

13 Thanksgiving Day

14 Day after Thanksgiving

15 Christmas Eve

16 Christmas Day

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

21 16.3 All members of the bargaining unit who work a Monday through Friday
22 schedule shall treat holidays falling Monday through Friday as normally
23 scheduled workdays.

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

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

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ARTICLE 17 – VACATIONS

17.1 The following vacation accruals shall apply:

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

17.2 No more than a maximum of 360 hours of vacation may be banked. Once an employee reaches that cap, he/she may not accrue more vacation time.

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

ARTICLE 18 – INSURANCE

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

ARTICLE 20 – UNIFORMS / VEHICLES

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- 20.1 Bargaining unit employees will be issued a complete uniform and equipment set(s) as deemed necessary by the Department.
- 20.2 Uniforms and equipment will be replaced by the City as deemed necessary by the City. All shirts, pants, shoes, hats and jackets issued to officers shall be new from the supplier.
- 20.3 Bargaining unit employees shall be furnished with a City owned gun and two (2) spare magazines.
- 20.4 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued, reasonable wear and tear accepted. In the event an employee is transferred or for any other reason leaves the employ of the department, he/she shall return all uniforms and equipment and City property to the department before the final paycheck will be issued, otherwise the cost of said replacement shall be deducted from the final check if sufficient, otherwise the employee shall be liable for the deficiency.

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

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

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

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

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

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

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

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

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ARTICLE 22 - SICK LEAVE

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22.1 Bargaining Unit Employees shall accrue 96 hours of sick leave/year (3.69 hours bi-weekly). Sick leave must be earned prior to use.

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

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

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

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

ARTICLE 23 - ON-THE-JOB INJURY

23.1

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

23.2

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

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

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

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ARTICLE 24 - DRUG TESTING

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

- A. Observable phenomena while at work, such as direct observation of drug use of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
- B. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
- C. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;
- D. Evidence that an individual has tampered with a test administered under this Article during his employment with the City;
- E. Evidence that an employee has, during his/her employment, sold, solicited or purchased drugs outside of his/her job responsibilities;
and/or
- F. After an on the job injury and/or accident, including motor vehicle accidents.

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

9 24.3 In addition to the "reasonable suspicion" testing provided for above, the
10 City may institute a program of random drug testing utilizing a computer
11 based program that will randomly select employees from the bargaining
12 unit with no greater frequency than on a monthly basis. No employee shall
13 be randomly tested in excess of 3 times in any calendar year. The City
14 shall notify the supervisor of each employee selected for random testing.
15 The supervisor shall be responsible for ensuring that the employee is
16 immediately taken to the testing site.

17 24.4 Refusal to submit to drug testing pursuant to the procedures outlined in
18 this Article after being ordered to do so may result in disciplinary action,
19 up to and including termination.

20 24.5 The following procedures shall apply to the blood and urine tests
21 administered to employees:

- 1 (A) The City may request urine and/or blood samples. The employee
2 may, at his sole option and expense, upon request receive a blood
3 test in addition to a urine test if none was ordered.
- 4 (B) The test shall be performed at a reputable hospital or laboratory
5 certified by the State of Florida as a medical laboratory, which
6 complies with the scientific and technical guidelines for federal drug
7 testing programs and the standards for certification of laboratories
8 engaged in urine drug testing for federal agencies issued by the
9 Alcohol, Drug Abuse and Mental Health Administration of the U.S.
10 Department of Health and Human Services and comply with
11 applicable Florida Statutes.
- 12 (C) Urine and/or blood specimens shall be drawn or collected at a
13 laboratory, hospital, doctor's office or medical facility. A union
14 representative shall be allowed to accompany the employee, if
15 requested, to the test and observe the collection of the specimen.
16 If the City or the laboratory requires an observer when the urine
17 specimen is given, the observer shall be of the same sex as the
18 employee being tested. All specimen containers and vials shall be
19 sealed with evidence tape, labeled and packaged if applicable, in
20 the presence of the employee and the union representative, if
21 available.
- 22 (D) At the time the urine specimen or blood samples are collected, two
23 samples shall be taken. In the event a urine specimen is tested as

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

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

22 (F) Tests shall be conducted using recognized technologies and
23 recognized testing standards. Drugs, their metabolites, alcohol and

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

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

3 Drug Testing Standards:

<u>Drug/Metabolite Test</u>	<u>Screening Test</u>	<u>Confirmation</u>
4		
5		
6		
7 Amphetamines	1000 NG/ML	500 NG/ML
8 Barbiturates	300 NG/ML	150 NG/ML
9 Benzodiazepines	300 NG/ML	150 NG/ML
10 Cocaine	300 NG/ML	150 NG/ML
11 Marijuana	50 NG/ML	15 NG/ML
12 Methaqualone	300 NG/ML	150 NG/ML
13 Opiates	2000 NG/ML	300 NG/ML
14 Phencyclidine	25 NG/ML	25 NG/ML
15 Propoxyphene	300 NG/ML	150 NG/ML
16		

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

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

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

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

- 1 (I) Employees who seek voluntary assistance for alcohol and
2 substance abuse through the Employee Assistance Program prior
3 to being ordered to take a drug and/or alcohol test may not be
4 disciplined for seeking such assistance. Request from employees
5 for such assistance shall remain confidential to the employees or
6 officers without the employee's consent. Employees enrolled in
7 substance abuse programs as outpatients shall be subject to all
8 City rules, regulations and job performance standards.
- 9 (J) Each step in the testing process shall be documented in writing to
10 establish procedural integrity and to establish the chain of custody.

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ARTICLE 25 - NON-DISCRIMINATION

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- 25.1 No employee covered by this Agreement will be discriminated against by the City because of membership in the PBA or concerted activity.
- 25.2 The PBA will not discriminate against employees covered by this Agreement on the basis of their refusal to become PBA members.
- 25.3 Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability, religion and sexual orientation.
- 25.4 Violation of this article shall be neither grievable nor arbitrable.

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

2 **AGAINST REOPENING OF NEGOTIATIONS**

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

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

ARTICLE 27 – SUCCESSORS

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

1
2 **ARTICLE 28 - WAGES**

- 3 28.1 Effective October 1, 2016, Bargaining Unit Employees shall be paid in
4 accordance with the Pay Plan attached as Appendix B. On that date,
5 employees will be slotted into the same step of the Pay Plan that they
6 were slotted into under the pay plan in effect as of September 30, 2016.
7 For example, an employee slotted into Step 10 of the old pay plan on
8 September 30, 2016 will be slotted into Step 10 of the new Pay Plan on
9 October 1, 2016 and will remain in that step until September 30, 2017.
10 During the term of this Agreement, Bargaining Unit Employees who are
11 not topped out will move to the next step of the Pay Plan on October 1 of
12 each year, beginning October 1, 2017. Cost of living adjustments to the
13 pay plan of between two percent (2%) and three percent (3%) will be
14 made each year by the City at the discretion of the City Manager. The
15 cost of living adjustment for FY 2017 is already reflected in Appendix B.
- 16 28.2 Sergeants promoted to the rank of Lieutenant shall be slotted into the next
17 highest pay level above what they previously made as a Sergeant in the
18 Lieutenants' Pay Plan upon promotion to Lieutenant.
- 19 28.3 Employees who have completed 10 to 14 years of continuous service with
20 the City as of October 1 of each year beginning October 1, 2016 shall
21 receive a lump sum longevity payment of two percent (2%) of their base
22 pay. Employees who have completed 15 to 19 years of continuous
23 service with the City as of October 1 of each year beginning October 1,

1 2016 shall receive a lump sum longevity payment of three percent (3%) of
2 their base pay. Employees who have completed 20 or more years of
3 continuous service with the City as of October 1 of each year beginning
4 October 1, 2016 shall receive a lump sum longevity payment of four
5 percent (4%) of their base pay. All longevity payments will be made on or
6 before October 31 of each year.

7 28.4 It is specifically agreed and understood that employees covered by this
8 Agreement shall not be eligible for any step increases, cost-of-living
9 adjustments or any other wage adjustments whatsoever after September
10 30, 2019, unless specifically negotiated in any successor collective
11 bargaining agreement.

ARTICLE 29 – NEGOTIATIONS

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

29.2 Additional persons may be permitted to attend negotiations during work hours where such attendance would be helpful to the bargaining process determined in the sole and exclusive discretion of the Chief.

ARTICLE 30 - PROBATIONARY EMPLOYEES

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

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

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

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

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

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ARTICLE 31 - LEAVES OF ABSENCE

31.1 Leaves of absence with or without pay may be granted by the City for any reasonable purpose to an employee. All requests for leaves of absence with or without pay will be presented to the City Manager through the Chain of Command for his approval or disapproval prior to the granting of said leave. All denials for such leave shall be in writing. The City's decision as to any request shall not be grievable.

ARTICLE 32 - BEREAVEMENT LEAVE

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

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

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

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

ARTICLE 34 – PENSION

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3 34.1 Bargaining Unit employees are members of the City’s Police Officer’s
4 Retirement Plan (the “Plan”) and are mandatory participants in said Plan.

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

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

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

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

11 34.3 The parties agree that the Plan ordinance shall be amended to reflect the
12 following changes, which shall become effective upon the ratification of this
13 Agreement:

14 34.3.1 The normal retirement date for Tier Two participants shall be the completion
15 of 25 years of credited service or upon the attainment of fifty-five (55) years
16 of age and seven (7) years of credited service.

17 34.3.2 All bargaining unit employees employed by the City on or after the date on
18 which this Agreement is ratified shall, beginning upon the employee's
19 separation from City employment and provided that the employee is eligible
20 to begin drawing his/her normal retirement benefit immediately upon
21 separation, receive a post-retirement stipend equal to \$10/month per year
22 of service up to a maximum of 20 years of service (\$200/month). An
23 employee shall no longer receive such stipend when he/her reaches 65

1 years of age. This provision shall not apply to employees who retired from
2 City service prior to the ratification date of this Agreement (see Section
3 43.2.2 above).

4 34.3.3 The parties agree that the annual Chapter 185 premium tax revenues will
5 continue to be used in the same manner in the future as they have been
6 under existing past practice, and that all funds in the excess state monies
7 reserve shall be applied to reduce the City pension contribution.

8 34.3.4 The parties agree that, in accordance with Ch. 2015-39, Laws of Florida, a
9 defined contribution plan ("DC Plan") shall be created as a component of
10 the City Plan, but will not be activated unless and until a portion of the
11 Chapter 185 premium tax revenues have been assigned to fund the DC
12 Plan. The provisions of the DC Plan, when and if activated, shall be
13 negotiated by the parties at the time funding has been assigned to the DC
14 Plan. Assignment of Chapter premium tax revenues can result either from
15 agreement between the parties, or from application of the provisions of
16 Ch. 2015-39, Laws of Florida.

ARTICLE 35 - NO SMOKING POLICY

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

ARTICLE- 36 - TERMS OF AGREEMENT

Except as otherwise provided in this Agreement, this Agreement will become effective upon ratification by both parties and shall remain in full force and effect through and including September 30, 2019.

DATED the ___ day of _____, 2016.

BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION

CITY OF LAUDERHILL,
FLORIDA

By: _____
Julio Gonzalez
PBA Counsel

By: _____
Charles Faranda
City Manager

By: _____
Gregory Solowsky
PBA Local President

Approved as to form:

Special Labor Counsel
Brett J. Schneider

City Attorney
Earl Hall

1 **APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION**

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4 I, _____, hereby authorize my employer, The City of Lauderhill, to
5 withhold from my regular paycheck the amount of my dues to the PBA and transmit it to
6 the person or designee designated by the PBA to receive it.
7

8 I understand that I may terminate this authorization by notifying the City and the PBA, in
9 writing, thirty (30) days in advance. Furthermore this authorization shall only be in effect
10 so long as the PBA is the Bargaining Agent and I am a member of the Bargaining Unit.
11

12 This request is made pursuant to Section 447.303, F.S. (1987)
13

14 I authorize payroll deduction to be made to the Broward County Police Benevolent
15 Association. Those deductions are to be taken out on a bi-weekly basis and payment
16 will be made to the PBA monthly. The deduction will be in the amount of \$ _____
17 bi-weekly.
18

19
20 Signature _____
21

22 Date _____
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APPENDIX B – PAY PLAN

POLICE LIEUTENANTS

YEAR IN RANK	OCTOBER 1, 2016 – SEPTEMBER 30, 2017
1	78,544.00
2	81,685.00
3	84,953.00
4	88,351.00
5	91,886.00
6	95,561.00
7	99,383.00
8	103,358.00
9	107,493.00
10	111,255.00
11	115,149.00
12	119,179.00
13	121,206.00

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