

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF WILTON MANORS
AND
THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

FOR A THREE YEAR TERM

10/1/2017-9/30/2020

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ARTICLE I PREAMBLE

- 1.1 In accordance with the State of Florida Public Employees Collective Bargaining Statute and the laws of the City of Wilton Manors, this Agreement is entered into by and between the City of Wilton Manors, Florida, a municipal corporation in the State of Florida, hereinafter called the "Employer" or "City" and the Broward County Police Benevolent Association, hereinafter referred to as the "PBA" or "Association". This labor agreement is applicable for employees as defined in Certificate Number 630 issued to the PBA in accordance with the Certificate granted by the Public Employees Relations Commission on March 5, 1984.
- 1.2 The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basis and entire agreement between the parties in the determination of wages, hours and terms and conditions of employment.
- 1.3 The parties recognized that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the Community.

ARTICLE 2 RECOGNITION

- 2.1 The City of Wilton Manors hereby recognizes the Broward County Police Benevolent Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.
- 2.2 The bargaining unit for which this recognition is accorded is as defined in Certificate Number 630 granted by the Public Employees Relations Commission on March 5, 1984, and the PERC Order dated April 17, 2001, amending Certification 630.
- 2.3 The Broward County Police Benevolent Association hereby recognizes the City Manager or his/her representative as the Public Employer's only representative for the purpose of collective bargaining.
- 2.4 For the purpose of this Agreement, the terms bargaining unit, employees, officer, members and employees shall be synonymous.

ARTICLE 3 NON-DISCRIMINATION

- 3.1 The City will not discriminate against any employee covered by this Agreement because of membership or non-membership in the PBA.

- 3.2 The PBA will not discriminate against employees covered by this agreement as to membership, non-membership, or representation with regard to terms and conditions of membership because of race, color, creed, sex, age, sexual orientation, gender identity, family status, or national origin.

- 3.3 It is the responsibility of every bargaining unit employee to notify in writing the City Manager or the Human Resources Director if the bargaining unit employee becomes aware of discrimination of any type.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The PBA and its members recognize and agree that the city has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided in this contract, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:
- a. Exercise control to manage, direct and supervise all employees of the City;
 - b. Decide the scope of service to be performed and the method of service;
 - c. Hire and/or otherwise determine the criteria and standards of selection for employment;
 - d. Fire, demote, suspend, or otherwise discipline for just cause;
 - e. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit; and, to determine the number and types of positions as well as the number and types of position in each grade, step or designation in any pay plan which is or may be developed by the City;
 - f. Transfer employees from location to location from time-to-time;
 - g. Lay off and/or relieve employees from duty due to lack of work or other reasons as determined by the City;
 - h. Rehire employees;
 - i. Determine the allocation and content of job classifications and determine all training parameters for all City positions, including the extent and frequency of training;
 - j. Formulate and/or amend job descriptions;
 - k. Merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
 - l. Contract and/or subcontract any existing or future bargaining unit work;
 - m. Expand, reduce, alter, combine, assign or cease any job;
 - n. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
 - o. Control the use of equipment and property of the City;

- p. Determine the number, location and operation of all departments and divisions thereof;
 - q. Schedule and assign the work to the employees and determine the size and composition of the work force;
 - r. Set procedures and standards to evaluate the job performances of city Employees.
 - s. Determine the services to be provided to the public and the maintenance procedures, materials, facilities and equipment to be used; and, to introduce new or improved services, maintenance procedures materials, facilities and equipment;
 - t. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations;
 - u. Formulate, amend, revise and implement City and departmental policies, rules, regulations and directives;
 - v. Require employees to observe City and departmental policies, rules, regulations and directives;
 - w. Establish, amend, revise and implement any programs and/or procedures; and, to determine the structure and organization of City Government, including the right to supervise, subcontract, expand, consolidate, or merge any department or service; and, to alter, combine, eliminate or reduce the structure of any City department;
 - x. Maintain the efficiency of the operations of all departments of the City and have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.
- 4.2 The above rights of the City are not all-inclusive but indicate the type of matters or rights that belong to and are inherent in the City. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.
- 4.3 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

ARTICLE 5 WORK STOPPAGE

- 5.1 As mandated by Chapter 447.505, Florida Statutes, the PBA acknowledged that no public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike. Accordingly, the PBA agrees that, under no circumstances, shall there be any work stoppage, strike, sympathy strike, safety strike, jurisdictional dispute or refusal to perform assigned work for any reason whatsoever; or picketing in the furtherance of any of the above-prohibited activities, nor shall any bargaining unit personnel refuse to cross any picket line at any location, whether the picketing is being engaged in by the PBA or any other employee organization or union.

- 5.2 The PBA agrees that the City shall retain the sole and exclusive right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in Section 1 above.

- 5.3 It is recognized by the parties that the activities enumerated in Section 1, above, are contrary to the ideals of professionalism and to the City's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

- 5.4 The PBA, as well as its officers, agents, and/or representatives, shall use their best efforts to prevent any of the activities enumerated in Section 1, above. However, if the City determines that the PBA, its officers, agents, and/or representatives have not used their best efforts to prevent any of the activities enumerated in Section 1. above, or has condoned such activities, it is agreed that the PBA shall be responsible and liable for any act(s) committed by its officers, agents and/or representatives, which act(s), constitute(s) a violation of State law or other provisions herein. Further, it is agreed that engaging in any of the activities enumerated in Section 1, above, by any officer(s), agent(s) or representative (s) of the PBA shall constitute a material breach of this Agreement. Accordingly, the City may withdraw recognition of the PBA as the collective bargaining representative of the employees covered by this Agreement, terminate this collective bargaining agreement and cease dues deductions.

ARTICLE 6 DUES DEDUCTION

- 6.1 Any member of the PBA, who has submitted a properly executed dues deduction card or statement to the city in accordance with a format prescribed or approved by the City may, by request in writing, have his/her membership dues and uniform assessments in the PBA deducted from his/her wages monthly. Dues shall be transmitted to the PBA within thirty (30) days after each monthly deduction. The exact dollar amount to be deducted from each employee's salary shall be provided by the PBA to the City. However, the City shall have no responsibility or any liability for any monies once sent to the PBA nor shall the City have any responsibility or any liability for improper deduction of dues. The PBA shall indemnify the city and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this Article.
- 6.2 It shall be the responsibility of the PBA to notify the City of any change in the amount of dues to be deducted at least (30) days in advance of said change. Under no circumstances shall the City be required to deduct PBA fines, penalties or assessments from wages of any member.
- 6.3 Employees may withdraw their authorization of dues deduction by submitting a written notice to the City and the PBA¹.
- 6.4 Employees may authorize a payroll deduction for a supplemental health insurance benefit provided through the PBA. The City shall not incur any expense nor shall it be liable for any claim associated with the PBA offered health insurance supplement plan.

¹ Fla. Stat. Ann. § 447.303 provides that an employee's authorization for dues deduction is revocable at the employee's request upon 30 days' written notice to the employer and employee organization.

ARTICLE 7 P.B.A. BUSINESS

- 7.1 The City shall permit accredited, non-employee representatives of the PBA, whether state or local to have reasonable access to the premises of the City and work locations at any time during working hours to conduct PBA business, provided that such business does not interfere with the operation of the department.
- 7.2 The local representative of the PBA shall be permitted to conduct PBA business on City time without loss of pay or benefits as long as this privilege is not abused and does not interfere with the operation of the department. The determination of whether the conducting of such PBA business would interfere with the operation of the department shall be within the sole discretion of the Police Chief or his/her designee at the time a request to conduct such business is made. In the event the Police Chief or his/her designee determines that the conducting of PBA business would interfere with the operations of the department, permission to conduct such business may be withheld. This is to involve only the local representatives and not any other PBA members.
- 7.3 The PBA shall select representatives to serve on each shift, the number not to exceed one (1) per shift.
- 7.4 The PBA's representatives shall be permitted leave to attend state and local meetings and will be paid from an employee funded leave time pool. To this end, the City agrees to allow employees to donate vacation time to establish a PBA time pool bank not to exceed 100 total hours donated by employees per year. Unused time at the end of a year may be carried over to the following year.

An employee can be released from duty on pool time only if the needs of service so permit. If, because the needs of the service, an employee cannot be released at the time the employee desires, the PBA may request an alternative employee be released from duty during the desired time. PBA pool time will be used on an hour to hour basis; however, if overtime is incurred to cover an absent member, time will be deducted from the pool at a 1 ½ rate.

- 7.5 To the extent permitted by law, the City shall provide the PBA on a semi-annual basis a complete roster of the Police Department including name, rank, address, telephone number, and present assignment. It is understood that unlisted telephone numbers are not to be included.
- 7.6 Section 1. Union representatives will be granted paid leave to engage in representation activities on behalf of the Union or any member as follows:
 - A. Engaging in collective bargaining with the representatives of the City.
 - B. Processing of grievances.
 - C. Accompany a fellow employee when:
 - 1. The employee is required to appear at a hearing related to a grievance.
 - 2. The employee is presenting or responding to a grievance.

3. The employee is subject to interrogation in conjunction with an internal affairs investigation.
4. The employee is attending a pre-determination hearing.
5. The City may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the City's part shall not be arbitrary or capricious, nor shall it allow the City to proceed in a manner which deprives the employee of his or her right of representation.

7.6 No employee shall engage in PBA business while on duty except as referenced in Section 1.

ARTICLE 8 WORK IN OTHER CLASSIFICATIONS

- 8.1 When a member of the bargaining unit works in a higher classification for at least one (1) complete duty shift he/she shall receive thirty dollars (\$30.00) per shift for the time he/she is referred to work in a higher classification.

ARTICLE 9 AWARDS

- 9.1 The City shall provide a system of awards of various degrees of service from saving lives to awards for courtesy. The decision whether to grant such awards, as well as the type of such awards, shall be within the sole discretion of the City.

ARTICLE 10 BULLETIN BOARDS

- 10.1 The City will furnish the PBA with bulletin board space in the Police Department for the exclusive use of the PBA. It shall be the responsibility of the PBA to keep any bulletin board in a neat and orderly fashion. Failure to do so may result in the City removing the bulletin board.
- 10.2 The PBA shall utilize the bulletin board provided for in Section 1, above, only to post the following:
 - a. Notices of union elections and union election results.
 - b. Copies of the union's constitution and bylaws and amendments thereto.
 - c. Notices of recreational and social affairs of the union.
 - d. Copy of this Agreement.
 - e. Notices of dues increases,
 - f. Notices of death or illness of local union officials.
- 10.3 Under no circumstances shall the PBA tender for posting any notice containing material of a political nature or material disparaging or demeaning the City or any of its elected or appointed officials or employees.

ARTICLE 11 SENIORITY

- 11.1 Seniority shall consist of continuous accumulated paid service with the City of Wilton Manors Police Department. Seniority shall be computed from the date of appointment in the rank. Seniority shall be utilized for the following purposes:
- a. Vacations for each calendar year shall be drawn by employees on a basis of seniority preference; provided, however, that the City shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any given vacation period. Nothing contained herein shall be interpreted as restricting the City's right to cancel all vacations during any given period in the event of disaster or emergency. Vacation periods may be divided into segments of no less than one (1) hour.
 - b. In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification; provided, however, that where two (2) or more employees have seniority standing within (60) days of each other, the City shall determine the order of layoff based on education and performance evaluation. If more than one classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that he/she is fully qualified to perform the work in that lower classification. Upon reverting to a lower classification, an employee's seniority shall be determined by the date of his/her original permanent appointment to that classification. All temporary, provisional, limited term and probationary employees shall be laid off or reduced to classification.
 - c. Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the discretion of the city, such employees are physically and mentally capable of performing the work available at the time of recall and, further, meet all of the standards set by the City of Wilton Manors Police Department in effect at the time of recall. No laid off employee shall retain recant rights beyond twelve (12) months from the date of layoff.
- 11.2 In computing seniority, credit shall be given for all classified service in the Police Department except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.

ARTICLE 12 CIVIL SUITS

- 12.1 The police officers liability insurance currently maintained by the City will be kept in full force and effect for the duration of this Agreement, including the false arrest insurance policy.
- 12.2 Should the City fail to provide a defense in any civil or criminal action for a covered employee acting in the scope of his/her employment, then the City shall reimburse all reasonable attorney fees and costs to the entity that pays for the defense of the covered employee when the action arose out of the performance of the employee's official duties and: (a) the plaintiff requests dismissal of the suit; or (b) such employee is found to be not liable or not guilty.

ARTICLE 13 LABOR-MANAGEMENT COMMITTEE

- 13.1 There shall be a Labor-Management Committee consisting of the City Manager, two (2) management representatives designated by the Chief of Police, and two (2) bargaining unit employees designated by the President of the PBA. The Labor-Management Committee shall meet as mutually agreed upon by the participants. The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employee relations. Labor-Management Committee shall not discuss pending grievances.

- 13.2 Each employee covered by this Agreement shall be provided with copies of all work rules within thirty (30) days of the execution of this Agreement, if not already provided. Employees hired after the effective date of this Agreement shall receive a copy of said work rules when hired.

ARTICLE 14 OFF DUTY DETAILS

- 14.1 All off-duty details require prior written approval by the Chief of Police or his/her designee. Prior to the submission of a request for approval to the chief or his/her designee for an off-duty detail each request for approval shall be accompanied by an executed Hold Harmless Agreement, in the form approved by the City.
- 14.2 The rate of pay for off-duty details shall be set by the Bargaining Agent on behalf of its members. Payment for off-duty details shall be made directly from the employer to the Bargaining Agent for distribution to the individual officers working the various jobs. The City shall assign any off-duty details and shall receive \$4.50 per off-duty detail without a police vehicle and \$6.50 per off-duty detail with a police vehicle, payable by the Bargaining agent.
- 14.3 Each officer working an off-duty detail is deemed to be an independent contractor and as such shall not be covered by City for benefits afforded to on-duty police officers. However, police officers on off-duty details shall be permitted to utilize a Wilton Manors police uniform, radio and vehicle. Vehicle use is subject to Department Policy 306.
- 14.4 Details shall be assigned only to those officers who are off-duty and no officer shall accept any off-duty detail when it interferes with his/her normal working hours.
- 14.5 All police officers engaged in off-duty details may wear an official Bargaining Agent pin signifying that the officer is engaged in off-duty employment.
- 14.6 Each officer, while working off-duty details shall adhere to all policies, rules and regulations of the City of Wilton Manors Police Department. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same as any on-duty activity.
- 14.7 Any police officer who is on sick leave workers' compensation or working light duty will not work any off-duty detail during that period.
- 14.8 Any detail that requires five (5) or more police officers shall have one (1) police supervisor. If a police supervisor is not available, the officer in charge will be appointed by the Police Chief or his/her designee. The designated supervisor will receive an additional \$3.00 per hour.
- 14.9 Any police officer on leave due to disciplinary matters shall not work off-duty jobs during the period of that suspension or removal from active duty.

ARTICLE 15 EDUCATION

- 15.1 Employees shall be eligible for educational reimbursement for courses directly related to law enforcement or required as part of a recognized law enforcement college degree program only after obtaining prior written approval of the Chief of Police.
- 15.2 For any course approved by the Chief of Police, the employee shall pay the tuition for such course at the State College funding level. Upon successfully completing such approved course with a grade of "C", or higher the employee shall be reimbursed completely for the cost of tuition.
- 15.3 The employee must present the City with receipts for any reimbursable expenses and proof of the course grade prior to receiving any reimbursement.
- 15.4 If an employee resigns his/her employment or is terminated within twenty-four (24) months after the City has paid the tuition for a course the employee has taken at City expense, pursuant to Sections 1 and 2 above, the employee shall reimburse the City for the full amount of tuition reimbursement received from the City. An employee terminated during his or her probationary period shall not be required to make reimbursement. Said reimbursement shall be paid in one (1) lump sum to be deducted from employee's final paycheck, or pursuant to a repayment schedule, no longer than one (1) year, approved by the City Manager.
- 15.5 For any course mentioned in 15.2, books for such course will be reimbursed up to \$50.00 per semester.

ARTICLE 16 PERSONNEL RECORDS

- 16.1 No discipline shall be considered imposed until it is reduced to writing and a copy delivered to the employee. Employees covered by this Agreement shall be provided a copy of any disciplinary action received from the City, which is memorialized in writing. An employee receiving a copy of disciplinary action from the City may, within five (5) days of the issuance of such documents, file a written response thereto. At the employee's request, any such written response shall be included in the employee's official personnel file. Employee counseling shall be documented and a copy provided to the employee and to the Human Resources Department. Counseling documents, except when made part of an employee's annual evaluation, will be maintained in a separate file by the Human Resource Department and not in the employee's main personnel file. Counseling is instructional and is not discipline. A counseling document may only be used to demonstrate that an employee was put on notice that his/her conduct was not consistent with departmental policy or protocol. A counseling document is not a step in the disciplinary process and has no weight in progressive discipline.
- 16.2 The City agrees that at no time shall the news media be directly or indirectly furnished with the home address or telephone number or photograph of any employee without his/her express permission, unless required to do so by the State and/or Federal law.
- 16.3 The City agrees that upon request, an employee shall have the right to inspect his/her personnel file. Said employee will have the right to make copies of his/her official personnel file for his/her use. No records shall be withheld from an employee's inspection, unless disclosure is prohibited by law.
- 16.4 Any record which reports or reflects on officer conduct or performance shall be provided to the officer in conjunction with the document being placed in the employee's Human Resource or departmental file.

ARTICLE 17 UNIFORMS

- 17.1 Uniformed members of the bargaining unit shall receive a uniform upon their appointment. The uniform shall consist of:
- a. One (1) uniform jacket;
 - b. Four (4) trousers;
 - c. Four (4) uniform shirts;
 - d. One (1) badge;
 - e. One (1) tie;
 - f. One (1) whistle;
 - g. Leather goods (excluding shoes);
 - h. Raincoat and rain hat;
 - i. Flashlight and spare flashlight batteries;
 - j. Protective vest. Vest shall be worn in accordance with departmental policy (directive #10); and
 - k. One (1) pair of shorts for employees in specialized unit.
- 17.2 Upon successful completion of the probationary period, the City shall pay up to \$100.00 to each officer annually as a shoe allowance to be used by the officer in his/her compliance with the department's foot wear directive. Payment will be made upon receipt provided by the officer.
- 17.3 Replacement of any of the items listed in Section 1 above shall be within the sole discretion of the City.
- 17.4 The department shall supply up to four (4) boxes of factory ammo, (one (1) each quarter) so that the member may use the ammo on his/her own time. Each box will be re-issued upon return of empty casings.

ARTICLE 18 DETECTIVES

18.1 Detectives will serve at the will and pleasure of the Chief of Police.

ARTICLE 19 ASSIGNMENT PAY

19.1 Assignment pay shall be paid as premium pay. Assignment pay shall be paid on a bi-weekly basis based upon the following annual flat rates:

Detectives	\$2,300
Field Training Officers as designated by the Chief (while training personnel)	\$30 per Shift
Supervisor - Marine Patrol	\$1,000
School Resource Officer/D.A.R.E.	\$1,000
Range Officer	\$1,000
Defensive Tactics Instructor	\$1,000
CSO Differential when assigned to road	\$ 650

19.2 A Bargaining Unit member cannot receive more than one assignment pay regardless of the number of concurrent special assignments. The Bargaining Unit member may choose the one entitled assignment pay to be received.

Officers who are assigned to the Detective Bureau may receive one (1) additional assignment pay in addition to the Detective Bureau. Officers who are designated as Field Training Officers may receive one (1) additional assignment pay in addition to the per shift stipend received as Field Training Officers.

19.3 All assignments shall be by written order approved by the Chief and/or his/her designee. A copy of the order shall be filed with the Human Resources Department.

ARTICLE 20 TRAINING

20.1 All aspects of training of employees covered under this Agreement shall remain within the sole discretion of the City.

ARTICLE 21 BEREAVEMENT

- 21.1 Employees covered by this Agreement may be entitled to funeral leave with pay for up to forty (40) continuous hours (which shall include the day of the funeral) in the event of a death in the employee's immediate family.
- 21.2 The immediate family shall be defined as: mother, father, sister, brother, spouse, registered domestic partners, children, aunt, uncle, current mother - in -law, current father - in - law, current son – in - law, current daughter – in- law, current sister -in - law, current brother - in - law, step -children, step - parents, step - brother, step -sister, half-siblings, legally appointed guardians, grandchildren, grandparents and persons living in the immediate household.
- 21.3 Proof of death in the immediate family as defined above, may be requested by the City before compensation is approved.
- 21.4 This leave will not be deducted from a member's sick leave. Sick leave may be used for relatives not covered under this section upon prior written approval of the Chief of Police.

ARTICLE 22 GRIEVANCE & ARBITRATION PROCEDURE

- 22.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of grievances between the parties. For the purpose of this Article, grievance is defined as an alleged violation of a provision of this Agreement.
- 22.2 For the purposes of the Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual and/or legal purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the City within the time limits provided below will automatically advance to the next higher step of grievance procedure. Time limits may be extended only by written mutual consent of the parties.
- 22.3 Grievances shall be presented in the following manner:

Step A:

The employee shall first take up his/her grievance with the Assistant Chief of Police within ten (10) working days of the occurrence of the event(s) that gave rise to the grievance. A PBA representative may attend the meeting, if requested by the employee. The first step of the grievance procedure shall be on an informal and oral basis. The Assistant Chief shall attempt to adjust the grievance and shall respond thereto within ten (10) working days.

Step B:

Any grievance, which cannot be satisfactorily settled with the Assistant Chief, shall be reduced to writing by the employee, or the PBA representative, and shall next be taken up with the Chief of Police. Such grievance shall be presented to the Chief of Police in writing within ten (10) working days after the due date for the Commander of the affected Bureau's response. The grievance shall be signed by the employee and shall specify:

- (a) the date of the alleged events which gave rise to the grievance;
- (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated;
- (c) statement of facts pertaining to or giving rise to the alleged grievance;
- (d) the names of any immediate witnesses to or parties involved in the alleged grievance; and,

- (e) the specific relief requested. The Chief of Police shall within five (5) working days after presentation of the grievance render his/her decision on the grievance in writing:

Step C:

Any grievance that was referred to the Chief of Police and was not satisfactorily settled shall next be taken up with the City Manager. Such grievance shall be presented to the City Manager in writing within ten (10) working days of the due date for submission of the Chief of Police's response in Step B, above. The City Manager shall, within ten (10) working days after presentation of the grievance, render his/her decision of the grievance in writing.

- 22.4 In the event a grievance processed through the grievance procedure has not been resolved at Step C above, either the PBA or the City may request that the grievance be submitted to arbitration within five (5) working days after the City Manager, or his/her designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon an impartial arbitrator within thirty (30) working days, the party seeking arbitration shall request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator. In all cases, the party requesting arbitration will strike first. The PBA and the City shall each have the option of rejecting up to two (2) panels.
- 22.5 Whenever the employee is satisfied with the disposition of the grievance by the City at any stop of the grievance procedure, or if the grieving party does not process the grievance in accordance with specified time limits, processing of the grievance by the City will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of his/her grievance. The employee must either accept or reject the disposition of his/her grievance, in its entirety. Thus, for example, if an employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, he/she may not accept the reinstatement and continue to grieve the loss of back pay. His/her only choice would be to accept the disposition of his/her grievance, or remain discharged and pursue the grievance further.
- 22.6 The City and the employee (or employee with the PBA's Assistance) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance submitted. The arbitrator will confine his/her consideration and determination in the written statement of the grievance presented at Step B of the grievance procedure if no mutual statement is reached. The arbitrator shall have no authority to substitute his/her judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority 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; nor shall this collective bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws and city ordinances, except to the extent as specifically provided herein.

22.7 The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question that is presented to him/her, which question must be actual and existing.

22.8

22.9 Consistent with the provision of the Florida Public Employees Relations Act, Chapter 447, et. seq. it is mutually acknowledged and agreed that this collective bargaining Agreement shall be administered within the amounts appropriated by the City for funding of the items contained therein. Accordingly, and notwithstanding, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of laws, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining Agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City for funding of the items contained in the collective bargaining Agreement. Any such award which contravenes, or is not in compliance with the provisions of this paragraph, shall be null and void.

22.10 Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be paid by the losing party. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost. The arbitrator's decision shall be final and binding.

22.11 When an arbitration proceeding results in the reinstatement of an employee who has been terminated or reverses in whole or in part a suspension without back pay and back pay is ordered, back pay shall be reduced by the amount of all outside earnings of the employee earned during the period of suspension or termination.

22.12 Appeal of Discipline

- a. Written reprimands may not be grieved or appealed.
- b. A suspension without pay of two (2) days or less may file a Notice of Appeal to the City Manager within ten (10) working days of notice of the disciplinary action.
- c. A suspension without pay of more than two (2) days, a demotion, or a termination may be submitted to arbitration using the procedures set forth in 22.4 through 22.11 above.

- b. Upon receipt of a Notice of Appeal, the City Manager or his/her designee shall have twenty (20) working days to review the discipline and to advise the employee that discipline is either (a) sustained (b) reversed or (c) modified. Failure of the City Manager to respond within twenty (20) working days shall constitute a determination that the discipline is sustained.
- c. The employee who wishes to appeal the decision of the City Manager to the Labor Relations Board (LRB) can appeal to the LRB and the appeal shall be made in writing within ten (10) working days of the City Manager's decision.
- d. The Labor Relations Board (LRB) shall consist of three (3) individuals who are certified law enforcement officers (LEO) working for or retired from law enforcement agencies in Broward and/or Palm Beach Counties:
 - 1. LEO appointed by PBA
 - 2. LEO appointed by the Chief of Police or his/her designee
 - 3. LEO chosen by the other two appointees.

In the event the two appointed LEOs are unable to agree on a third LEO, the third LEO shall be chosen by the President of Mediation, Inc., from the list of mediators employed by Mediation, Inc.

- e. The LRB will meet at a pre-determined date and time to hear employee appeals. The meetings will be conducted in the Council Chambers in the public forum.
- f. All three members of the LRB must be present for the LRB to convene.

22.13 Hearing Process:

- a. Attendance by the Bargaining Unit Member at the LRB is not required. Therefore any request for a continuance by the member should only be granted upon exceptional circumstances.
- b. The LRB will hear and determine:
 - 1. Cases involving a suspension without pay of two (2) days or less.
 - 2. Appeals based on previously filed written documents. No oral presentation may be made without supporting written documentation.
 - 3. The members may appear before the LRB to provide a verbal statement restricted to those issues generally outlined in their written appeal. If the member chooses to appear, a representative from Wilton Manors will be permitted to appear before the LRB for the same purpose. This representative's verbal statement will be restricted to those matters generally outlined in their written rebuttal to the appeal.

- c. The LRB upon its review of the case and all written materials will make one of the following findings:
 - (a) Sustained
 - (b) Not sustained
- d. A written explanation shall be provided by the LRB whenever the LRB does not sustain a charge.
- e. The decision of the LRB will be binding on all parties and no further appeal or grievance is permitted.

ARTICLE 23 HOSPITAL MEDICAL/DENTAL

- 23.1 Employees of the bargaining unit may participate in the health insurance program the City offers to the City's general employees.
- 23.2 The City will pay 100% of the employee only premium.
- 23.3 The City contribution toward an employee Health Savings Account (HSA) is a variable amount, established annually by the City Commission. The Union waives bargaining over future modifications during the term of this Agreement provided Union employees receive the same benefit as non-union employees .

ARTICLE 24 UNPAID LEAVE OF ABSENCE

- 24.1 Employees covered by this Agreement who are on a City approved leave of absence shall retain previously accrued seniority, but shall not continue to accrue additional seniority when on such leave.
- 24.2 Employees covered by this Agreement who are on a City approved unpaid leave of absence shall be given the opportunity to continue hospital/medical/dental insurance coverage, at their own expense, subject to the provisions and conditions of the applicable policies. It is understood and agreed that this will not, in any manner, result in any cost to the City.

ARTICLE 25 HOURS OF WORK AND OVERTIME

- 25.1 Sick leave shall not be included for purposes of computing eligibility for overtime compensation. However, time spent in weapons qualification training shall be included for purposes of computing eligibility for overtime compensation.
- 25.2 Overtime shall be paid at time and one-half (1/2) the regular rate for work performed in excess of 84 hours in a 14 day work cycle (running concurrently to the pay cycle) or, at the option of the Chief of Police, compensated by the employee receiving compensatory leave at the rate of one and one-half (1.5) hours for each hour worked in excess of 84 hours in the 14 day work cycle. Recognizing that the City has an obligation to provide sufficient manpower, accrued compensatory leave may only be utilized at a time (or times) approved by the Chief of Police. All other conditions pertaining to payment and the administration of compensatory leave shall remain within the discretion of the Chief of Police.
- 25.3 Nothing in this agreement shall negate or curtail the rights of management to change the normal working schedule when it is deemed necessary by management.
1. The work schedules/ which are in effect at the time of ratification of this agreement may be changed with no less than thirty (30) days written notice during the term of this Agreement to a 12 hour shift cycle and the PBA waives pre-implementation or impact bargaining over such change. Should the 12-hour shifts be discontinued, the City will revert to the four-on, two-off, 8.6 hour schedule..
 2. The City has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:
 - A. The work cycles shall not exceed 28 days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day and as set forth in 29 C.F.R. Section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one half the employee's rate of pay.
 - B. The City shall provide the PBA with no less than thirty (30) days written notice of its intent to alter work/shift schedules, work cycles and starting times. The notice shall include a proposed date of implementation.
 - C. The PBA may request impact bargaining over the proposed change.
 - D. If the PBA requests impact bargaining, the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the PBA.
- 25.4 The City and the PBA agree that the City shall have the sole and exclusive right to authorize and assign overtime work.

- 25.6 If an employee covered by this Agreement is called out to work at a time outside his/her normal working hours, he/she shall receive a minimum of three (3) hours pay at the rate of time and one half his/her regular straight time rate unless the employee is called out less than three (3) hours before the start of his/her shift. If the employee is called out less than three (3) hours before the start of his/her shift, the employee will be compensated for only the actual time worked up to the time when his/her shift starts. However, an employee who has not worked a forty (40) hour workweek as defined herein will be compensated for the call-out at his/her regular straight time rate.
- 25.7 Court time will be compensated at a 3 hour minimum and shall apply to required off-duty appearances as a subpoenaed witness in the Federal, Circuit, or County courts on pending criminal, civil or traffic cases where the employee is involved as a witness (in his/her official police capacity), arresting officer and/or investigating officer.. Maximum of one subpoena per day paid at \$12 per day or, at the employee's option, one half hour of compensatory time.
- 25.8 Compensatory Time:
- a. Compensatory time accrued will be capped at one hundred (100) hours.
 - b. Compensatory time shall be utilized at the request of the member subject to the approval of the Chief or his/her designee whose approval shall be final.
 - c. Compensatory time shall be utilized or paid out to the member by the end of the fiscal year on September 30th of the fiscal year in which it was accrued. No roll over of hours is permitted from one year to the next.
- 25.9 Nothing herein shall restrict the City or the Department from altering work schedules or taking any other action to reduce the number of overtime, court time, or call out hours worked by the employees covered by this Agreement. Except in exigent circumstances, an employee shall receive five (5) calendar days notice for any change in his/her normal work schedule.
- 25.10 The City will not change work hours or alter work schedules to avoid payment of overtime that has already been worked.
- 25.11 When a member is on the following leave(s): (1) personal day(s); (2) floating holiday(s); or a quarterly vacation day, works all or part of any shift on that day of one of these specific leaves, unless ordered by the Chief of Police or his/her designee, the Employee shall have the option of:
- a. Rescheduling the vacation day and receiving time and one-half payment for hours actually worked, or
 - b. Receiving the vacation pay plus straight time for the hours actually worked.

ARTICLE 26 CLEANING AND CLOTHING ALLOWANCE

- 26.1 The city agrees to make a cleaning service available including the repairing, and sewing on of authorized patches, for those employees covered under this Agreement who are furnished uniforms. This cleaning service shall be used only for the uniforms furnished by the City and shall be provided at no cost to the employee.
- 26.2 The City agrees to pay a clothing allowance to non-uniform personnel in the detective division. This clothing allowance shall be paid in monthly increments of \$55.00.

ARTICLE 27 SICK LEAVE

- 27.1 The City agrees to the following policy regarding sick leave for all employees covered by this Agreement for the duration of this Agreement.
- 27.2. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but rather as a privilege which shall be allowed upon proper notification to the Department Head or City Manager. Sick leave is only to be used in cases of necessity and actual sickness or disability of the employee, or because of serious illness in his/her immediate family. Immediate family shall be defined as mother, father, sister, brother, wife, husband, son or daughter and domestic partner as defined by City ordinance. Further, sick leave shall also be used to meet dental appointments, physical examinations or other health preventative measures.
- 27.3. First year of employment: Ten (10) working days per year accrual on a bi-weekly basis .0385 per regular hours per pay period.
- 27.4. After one year's service: Twelve (12) working days per year accrued on a bi-weekly basis .0462 hours per pay period.
- 27.5 A qualified employee of the City of Wilton Manors who has been continuously employed for at least ten (10) years or more shall be entitled upon resignation, retirement, or permanent total disability to be paid an amount equal to fifty (50%) percent of the total number of accumulated sick hours up to a maximum of 480 hours. A qualified bargaining unit employee of the City of Wilton Manors who has been continuously employed for at least twenty (20) years shall be entitled upon the earlier of entering into the DROP, resignation, retirement (actual separation from service), or permanent-total disability to be paid an amount equal to one hundred (100%) percent of the total number of accumulated sick hours up to a maximum of 480 hours. Additional hours shall accumulate after an employee enters into the DROP until separation from service, but those hours may only be used for sick and any accrued hours remaining at time of separation will not be paid. Upon the death of a bargaining unit member, the employee's beneficiary shall be entitled to be paid an amount equal to the total number of accumulated sick hours at the employee's current rate of pay.
- 27.6. Once each year each full time employee who has a minimum of eighty (80) hours accrued time as of the last payroll date in October shall have the right to sell back up to thirty (30) hours of earned time. The payout of accrued sick leave will be at the employee's current hourly rate of pay as of the preceding September 30th. The election to receive a payout shall be made no later than October 15th and shall be requested on a form provided by the Human Resource Department. Payout of sick leave will be made the first pay period after November 1st of that year.
- 27.7. Sick leave shall be charged in half-hour increments.

27.8. Thirty (30) hours of accrued time benefit may be bought back annually.

ARTICLE 28 ANNUAL LEAVE (VACATION)

- 28.1 During an employee's first year of service with the City, he/she accumulates vacation hours at the rate of .0193 times the number of regular (excluding overtime) hours worked during the pay period. After completing one (1) full year of employment with the City of Wilton Manors, vacation time is credited as follows:
- | | |
|--|---|
| 1 -5 Years of Service
period | .0385 x regular hrs. per pay |
| after 5 Years through 10 Years
period | .0577 x regular hrs. per pay |
| after 10 Years of Service
period | .0770 x regular hrs.per pay |
| after 15 Years of Service | .0961 x regular hours per pay
period |
- 28.2 An employee wishing to use vacation time must submit a written request to his/her Department Head. Vacation time shall be assigned based on the Department's needs and an employee's seniority.
- 28.3 Vacation time may be used as it is accrued. It is, however, the policy of the City that all employees are encouraged to utilize accrued vacation leave on an annual basis. To this end accrual of vacation leave in excess of two hundred and fifty (250) hours is not permitted without approval of an employee's department director and the City Manager. Approval of any such request shall only be granted in the event that an employee has been denied the time off for vacation as a result of City work requirements. Unless approval has been granted in accordance with the foregoing, all vacation hours in excess of two hundred fifty (250) hours shall be forfeited on December 31st of each year.
- 28.4 It will be the responsibility of the member to monitor the biweekly accrual leave printout throughout the year to insure vacation leave is used in a timely manner.
- 28.5 Once each year of the CBA and not after the expiration if the parties are still bargaining a successor CBA, each full time employee shall have the right to sell back up to thirty (30) hours of unused annual leave (vacation) time. The payout of accrued annual leave will be at the employee's hourly rate of pay as of the preceding September 30th. The election to receive a payout shall be made no later than October 15th and shall be requested on a form provided by the Human Resource Department. Payout of annual leave will be made the first pay period after November 1st of that year.
- 28.6 Thirty (30) hours of accrued time benefit may be bought back annually.

ARTICLE 29 HOLIDAYS

- 29.1 Once annually in January, commencing January 2018, bargaining members shall have their individual holiday bank funded to reflect the following eleven (11) holidays compensated at the rate (8) eight hours of straight time pay. Holiday hours that are not used do not accumulate and do not carry over from year to year:

Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Day (24 hours beginning 3 PM, 12/31 through 3 PM 1/1)
Martin Luther King, Jr. Day
Two (2) Floating Holidays
Memorial Day
Independence Day
Labor Day

This is in addition to the two (2) Personal Days for PBA Contract employees. Floating holidays cannot be one of the above listed holidays or a personal day and shall be taken within the calendar year requested. Floating Holidays must be approved by the Chief of Police and/or his/her designee.

- 29.2 When a bargaining unit member works on any of the above listed holidays, he/she shall receive one and one-half times his/her normal pay for his/her scheduled shift. Hours worked above the normal scheduled shift will be compensated at double time on a holiday.
- 29.3 A bargaining unit member who works a normal workday shall be compensated (credit and/or pay) at the actual hours worked.
- 29.4 An employee who works Thanksgiving Day will receive an additional four (4) hours of pay.

ARTICLE 30 WAGES

30.1

Year One (10/1/2017-9/30/2018)

Effective 10/1/2017 the top out (maximum pay) of the pay range for each bargaining unit position will be increased by 2% without a corresponding wage increase for employees.

Effective 10/1/2017 each bargaining unit employee who is not topped out (following application of the 2% increase in top out pay) will receive a 1% COLA adjustment.

Year Two (10/1/2018-9/30/2019)

Effective 10/1/2018 the pay range for each bargaining unit position will be increased by 2% without a corresponding wage increase for employees.

Effective 10/1/2018 each bargaining unit employee who is not topped out (following application of the 2% increase in the pay range) will receive a 1% COLA adjustment.

Year Three (10/1/2019-9/30/2020)

Effective 10/1/2019 the pay range for each bargaining unit position will be increased by 2% without a corresponding wage increase for employees.

Effective 10/1/2019 each bargaining unit employee who is not topped out (following application of the 2% increase in the pay range) will receive a 1% COLA adjustment.

An employee who is domiciled in the City will be paid an additional \$3,000.00 annual during the three year term of this Agreement, prorated to time actually domiciled.

30.2 In addition to the foregoing COLA increases, bargaining unit employees are eligible for an additional annual wage adjustment of 0, 1, 2, or 3 based on the employees performance score.

30.3 No employee will receive a wage adjustment (COLA or merit) if such adjustment would take the employee over top out pay. Employees at the top of their pay range will receive an annual lump sum payment equivalent to the employee's current base pay multiplied by the corresponding percentage of increase warranted by his or her performance evaluation.

30.4 If no successor CBA is ratified by September 1, 2020, the City has no duty to appropriate for or provide wage adjustment of any kind after September 30, 2020, except adjustments resulting from promotion or assignment.

ARTICLE 31 TAKE-HOME VEHICLES

- 31.1 The City will continue the take home vehicle program for sworn bargaining unit members as vehicles become available and the program will be implemented within the time of this contract. All bargaining unit members who participate in the take home vehicle program will sign and adhere to the Department's Personally Assigned Vehicle Program (PAVe), Policy 306 and must provide a certificate of insurance listing the City as an additional insured indicating the member has obtained a rider (minimum \$100,000/\$300,000) to his/her personal insurance policy providing coverage for off duty use of the City vehicle.
- 31.2 Bargaining Unit Members who are assigned a take home vehicle will be charged an annual surcharge, deducted from pay on a monthly basis as follows, measured from station to place of residence, with two (2) miles subtracted uniformly from all the total distances:
- | | |
|--------------------------|--------------------|
| 0-10 miles round trip | \$30.00 per month |
| 10-20miles round trip | \$40.00 per month |
| 20-30 miles round trip | \$50.00 per month |
| 30-40 miles round trip | \$75.00 per month |
| Over 40 miles round trip | \$100.00 per month |
- 31.3 Once a year the city will consult the (<http://www.eia.gov/petroleum/gasdiesel/>) U. S. Department of Energy Gasoline and Diesel Fuel Update, U. S. Regular Gasoline Prices (dollars per gallon), East Coast (PADD1), as of July 31 preceding the October 1 implementation; if the price of fuel is over \$4 a gallon, the first two co-pay tiers will increase by \$10 and the second two by \$25.
- 31.4 Employees who reside full time in the City will not be required to pay any surcharge.

ARTICLE 32 SEVERABILITY

- 32.1 Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court competent jurisdiction, such invalidation of such provision or portion thereof shall not invalidate the remaining provisions of this Agreement.

ARTICLE 33 MISCELLANEOUS

- 33.1 Bargaining unit members will be allowed to wear neatly trimmed mustaches and beards, in accordance with Departmental Policy 117.

ARTICLE 34 SAVINGS CLAUSE

34.1 The City shall maintain its existing policy with respect to military leave, lunch breaks, and rest breaks for employees for the duration of this Agreement.

ARTICLE 35 DISABILITY LEAVE

- 35.1 Disability leave shall be defined as leave with pay granted to an employee for personal disability resulting in the incapacity of the employee to perform any work as directed by the City and arising directly from and out of the discharge of the employee's duties in the course of his/her employment by the City. Disability leave may be granted from the time of the incapacity of the employee to perform work as directed by the City not to exceed twenty-six (26) weeks. Any employee on disability leave shall present himself for examination at any reasonable time to any physician designated by the City, and the failure of any such employee to present himself for such examination shall automatically terminate his/her disability leave.
- 35.2 The decision to grant (or not to grant) disability leave to any employee shall be within the sole and exclusive discretion of the City Manager or his/her designee. In order to alleviate the potential financial hardship to the employee during the period in which the City is investigating the reported job related injury for the purpose of making his/her decision, the City agrees to grant the employee disability leave on a conditional basis subject to strict compliance with all of the following:
- a. The Chief of Police advises the City Manager that the (Chief of Police or his/her designee) has determined that there is a reasonable cause to believe that the personal disability resulting in the incapacity of the employee arose directly from and out of the discharge of the employee's duties in the course of his/her employment with the City. Further, the Chief of Police recommends that the employee be placed on disability leave (on a conditional basis) pending the outcome of the City's investigation and the issuance of the City Manager's decision to grant (or not to grant) disability leave.
 - b. Disability on a conditional basis shall commence immediately upon the Chief of Police advising the City Manager of his/her findings and recommendations in accordance with paragraph a. above.
 - c. In the event that the City Manager or his/her designee, after conducting his/her investigation determines that disability leave shall not be granted to the employees alleging personal disability, the City Manager, in his/her sole discretion, shall have the right to set off previous paid disability leave (i.e., disability leave paid on conditional basis) against the employee's annual leave and/or sick leave, which has already been earned or will be earned in the future.

Neither the findings nor recommendations to the Chief Police, nor the granting of disability leave on conditional basis, shall be construed as evidence that the personal disability involved arose directly from and out of the discharge of the employee's duties in course of his/her employment by the City.

- e. Disability leave pay shall be computed on the basis of the difference between the employee's regular straight time earnings and the benefits paid under the Florida Workers' Compensation Statute.
- f. Injuries occurring while on authorized private duty detail within the City limits of the City of Wilton Manors will also be governed by the provisions of the Article.
- g. No employee covered by this Agreement shall accept outside employment of any kind of nature whatsoever, nor engage in any form of self-employment while on disability leave.

35.3 Any member of the bargaining unit injured in the line duty and as a direct or indirect result of such injury otherwise eligible to receive a disability benefit, retirement or otherwise, as described in this agreement the City agrees to pay the entire premium of the member approved health insurance plan for that member, that member's spouse, and for each of the member's dependent children. Eligibility for this coverage of dependent children shall remain in effect until each child reaches the age of majority or until end of the calendar year which the child reaches the age of 25 if the child continues to be dependent upon the member for support, the child is a full-time or part-time student and dependent upon the member for support. Should the member subsequently die from an injury as set out in the paragraph, the employer shall continue to pay the entire health insurance premium for the surviving spouse until remarriage and the dependent children as described above.

35.4 In order for the member, member's spouse and the member's dependent children to be eligible for this health insurance coverage, the injury causing the member's disability must have occurred in the line of duty and as the result of the member taking direct law enforcement action such as response by engagement in pursuit, response to any situation reasonably believed by the member to be an emergency or any response by the member to any unlawful acts of a third party. Nothing in this paragraph shall be construed to limit health insurance for which the member, the member's spouse or the member's children may otherwise be eligible.

ARTICLE 36 MATERNITY LEAVE

36.1 Maternity leave shall be governed by all State and Federal laws existing at the time of this contract and any court mandated modifications of same.

ARTICLE 37 SHIFT ASSIGNMENT

- 37.1 Seniority will be given primary consideration for shift assignment. The Chief shall retain sole discretion to determine shift schedules, and when a request for shift assignment cannot be granted, the member will receive a written notice from the Chief of Police in which the Chief will set forth the justification for denial of the shift request.

ARTICLE 38 PROMOTIONAL TESTING

38.1 Procedures for the administration of exam:

- a. Promotional examinations will be administered periodically as required and approved by management.
- b. Announcements of the examination will be posted not less than forty-five (45) calendar days prior to the actual date of the examination. Along with the announcements will be a list of available reference materials that will be used for the test.
- c. As specified by the Civil Service Rules, eligibility lists will continue in force for a period of eighteen (18) months from the date established.
- d. The City shall establish and implement a Rule of Three for use in promotional advancement.

ARTICLE 39 SICK LEAVE BANK

39.1 Purpose:

To provide a uniform and equitable system, available to all eligible full time employees, for obtaining additional sick leave in the event of serious illness.

Procedure:

- (1) All employees, at their option, may contribute unused accumulated sick leave hours to the "Employee Sick Leave Bank". Hours contributed shall not be returnable, and the amount of each employees' contribution shall be confidential.
- (2) Annually on May 1st of each year, the Human Resources Department shall provide each employee with a statement of the total hours available in the sick leave bank, and provide a form for their use if they wish to donate any sick-leave hours. All forms shall be returned by May 15th of each year to the Human Resource Department.
- (3) Employees having less than 120 hours of accumulated sick leave will not be eligible to contribute.

Eligibility for Benefit:

Any full time employee of the City of Wilton Manors shall be eligible to request sick leave hours from the Employees' Sick Leave Bank during a period of sustained serious illness provided the following criteria are met:

- (1) All sick leave, vacation leave, compensatory time, or personal days have been exhausted.
- (2) The illness is not covered by disability insurance; however, hours from the Sick Leave Bank may be used to cover the 90 day waiting period before disability insurance begins.
- (4) (3) The employee has demonstrated that he/she has not abused sick leave by continuous use of same.

An employee, when and if eligible, has contributed to the Employee Sick Leave Bank.

Each employee requesting sick leave shall submit a request in writing to the Human Resources Director. The Human Resources Director shall verify that the criteria noted above has been met and then call a meeting of the Sick Leave Review Committee.

Employee Sick Leave Review Committee:

The Committee shall be composed of the Human Resources Director, one PBA representative, and two elected Civil Service Representatives. This Committee shall review each request and shall recommend to the City Manager whether or not to grant said request.

ARTICLE 40 DRUG AND ALCOHOL POLICY

- 40.1 The City and the Union have negotiated a Drug and Alcohol Free Workplace Policy and Work Rules (hereafter, the "Policy") pursuant to the provisions of the Florida Drug-Free Workplace Program, as provided in Section 440.102, Florida Statutes, and the regulations of the Florida Department of Labor and Employment Security, Division of Workers Compensation Rules, Florida Administrative Code. The Policy is incorporated herein and made a part of this Agreement. The City's Policy prohibits illegal use of drugs and alcohol abuse that might affect employees in the performance of their duties. This Policy gives the City the right to test employees under certain circumstances and also provides grounds for disciplining employees who fail to comply with the Policy. All employees must comply with the requirements of the Policy, and notwithstanding any other provisions of this contract, will be subject to appropriate disciplinary action without prior warnings, up to and including discharge, in the event of non-compliance with the Policy.
- 40.2 A copy of the Policy has been distributed to all current employees and will be given to all newly hired employees.
- 40.3 In the event that legislation and/or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug-Free Workplace Program, or which may enable the City to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premium, the City may change the Policy to comply with such legislation and/or administrative regulations. The City will inform the Union in writing prior to implementing any such change(s) in the Policy.

ARTICLE 41 RETIREES INSURANCE STIPEND

- 41.1 All bargaining unit employees who retire after 10/1/99 will receive a monthly insurance stipend equal to \$10.00 per month for each year of pension credited service with the City.
- a. A bargaining unit member will not receive a stipend while employed with the City.
 - b. A bargaining unit member will not qualify for a stipend until he/she is receiving a pension payment from the Wilton Manors Pension Fund.
 - c. There will be a cap of \$200.00 per month.
- 41.2 If the Wilton Manors Pension Plan is amended to include a Retiree Insurance Stipend equal to or greater than the stipend provided in this Article, this stipend will cease. If the Wilton Manors Pension Plan is amended to provide a Retiree Insurance Stipend less than the stipend provided in this Article, the stipend provided here will be reduced so that the total of the Wilton Manors Pension Plan stipend and this stipend does not exceed \$10.00 per month for each year of pension credited service with the City.

ARTICLE 42 LONGEVITY PAY

Employees will be paid a one-time longevity payment of \$250.00 on their 5th, 6th, 7th, 8th, and 9th anniversary day.

Employees will be paid a one-time longevity payment of \$500.00 on their 10th, 11th, 12th, 13th, and 14th anniversary day.

Employees will be paid a one-time longevity payment of \$750.00 on their 15th anniversary day and each anniversary day thereafter.

Longevity payments are lump sum bonuses and are non-pensionable.

ARTICLE 43 PROBATION

Employees who are hired to fill a bargaining unit position will serve a one (1) year probationary period as follows:

 If the employee has his/her law enforcement certification- from date of hire.

 If the employee is hired without certification- from date the employee graduates from the law enforcement training academy and completes field training with the City.

 If the employee is not in a position that requires law enforcement certification- from date of hire

All employees promoted to positions within the bargaining unit shall serve a one (1) year probationary period. An employee who is promoted but who does not pass probation shall be returned to his/her former position and bump down the employee(s) who filled the position created by the promotion.

ARTICLE 44 DURATION

This Agreement shall be for a three year term:

Year One- October 1, 2017-September 30, 2018

Year Two- October 1, 2018-September 30, 2019

Year Three- October 1, 2019-September 30, 2020

The wage and monetary benefit levels in place on September 30, 2020 shall constitute the status quo until such time as the parties negotiate and ratify a subsequent CBA.

The benefits of this Agreement inure only to bargaining unit employees who are employed by the City on the date of ratification.

ARTICLE 45 BODY CAMERAS

Prior to implementing a body camera program as directed by the City Commission, the City and Union will form an advisory committee to draft policies to address the use of body cameras by bargaining unit employees.

If the advisory committee cannot reach agreement on body camera policies within 120 days of formation of the committee, this article will be reopened for collective bargaining.

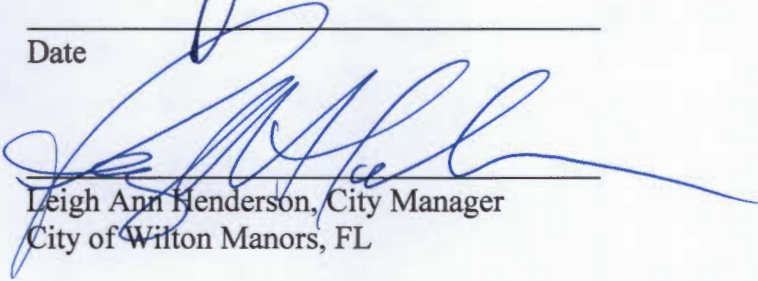
Signature page follows

SIGNATURE PAGE



President
Broward County P.B.A.

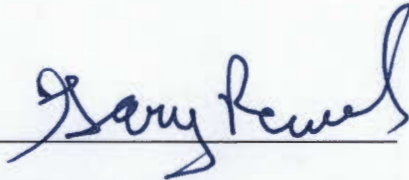
Date



Leigh Ann Henderson, City Manager
City of Wilton Manors, FL

11/15/17

Date



Mayor
City of Wilton Manors, FL

12/20/17

Date

Ratified by the City Commission on the 19th day of December, 2017

Ratified by the Bargaining Unit on 21st day of November, 2017