

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SUNRISE

AND

**THE BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION**

for

POLICE LIEUTENANTS

October 1, 2003 - September 30, 2006

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ARTICLE 1

PREAMBLE

- 1.1: In accordance with the Provisions of Florida's Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, this *Agreement* is entered into by and between the CITY OF SUNRISE, a municipality in the State of Florida, hereinafter called the "Employer" or the "City" and the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "PBA", the "Union" or the "Employee Organization." This *Collective Bargaining Agreement* is applicable to employees defined in Certification Number 699 issued to the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION by the Public Employees Relations Commission.
- 1.2: The purpose of this *Agreement* is to promote and maintain a harmonious and cooperative relationship between the Employer and employees, both individually and collectively, and the PBA; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation and the 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 recognize that the best interests 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.
- 1.4: The PBA acknowledges that this *Collective Bargaining Agreement* underscores the City's commitment to providing the best possible level and quality of police protection to the citizens of the City of Sunrise. This *Agreement* is fair and equitable for the PBA and all of its members. In recognition of the generous wages, benefits and working conditions contained herein, the PBA and its members agree that they will provide better and more efficient service to the City and its Police Department and

that they will utilize their best efforts to increase the already high level of employee morale.

ARTICLE 2

RECOGNITION

2.1: The City hereby recognizes the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the following bargaining unit:

INCLUDED:

All sworn personnel holding the rank of Police Lieutenant.

EXCLUDED:

All non-sworn personnel, Chief of Police, Police Major, Police Captains and other sworn personnel.

2.2: For the purpose of this *Agreement*, the term "bargaining unit employees" or "employees" shall be synonymous.

ARTICLE 3

NON-DISCRIMINATION

- 3.1: No employee covered by this *Agreement* will be discriminated against by the City or by the PBA with respect to any job benefits or other conditions or employment accruing from this *Agreement* because of Union membership, non-membership in the Union, race, color, sex, creed, national origin, marital status, disability, or political affiliation.

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 herein, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- a) decide the scope of service to be performed and the method of service;
- b) hire and/or otherwise determine the criteria and standards of selection for employment;
- c) fire, demote, suspend or otherwise discipline for just cause;
- d) promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit subject only to contrary provisions contained in this *Agreement* covering the issue of promotion;
- e) transfer employees from location to location and from time to time;
- f) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;
- g) rehire employees;
- h) determine the starting and quitting time and the number of hours and shifts to be worked including the need for overtime work, subject only to contrary provisions in this *Agreement*;
- l) determine the allocation and content of job classifications;
- 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 work for any reason so long as it is not motivated by anti-union animus;

- m) expand, reduce, alter, combine, assign, or cease any job;
- n) determine whether and to what extent the work in its operation shall be performed by employees covered by this *Agreement*;
- o) control the use of equipment and property by the City;
- p) determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
- q) schedule and assign the work to the employees and determine the size and composition of the work force;
- r) 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;
- s) take whatever action may be necessary to carry out the mission and responsibility of the City, and specifically the Police Department, in unusual and/or emergency situations;
- t) formulate, amend, revise and implement policy, procedures and rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is neither arbitrary nor capricious;
- u) establish, amend, revise and implement any programs and/or procedures;
- v) require employees to observe and obey the City's and Police Department's, policies, procedures, ordinances, resolutions, rules and regulations;

4.2: The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. 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 rights to exercise any or all of such functions.
- 4.4: Should the exercising of the above referenced rights materially effect or impact upon the wages, hours, or terms and conditions of employment of bargaining unit members, the City agrees to give thirty (30) calendar days written advanced notice to the President of the PBA. Upon written demand by the PBA, within this thirty (30) calendar day period, the City agrees to meet and discuss the impact or effect of the exercising of said management rights. This provision will also apply should the City desire to formulate, amend, revise and/or delete any of its policies, rules and regulations or ordinances that would have a material impact upon employee wages, hours, or terms and conditions of employment. The City may implement its decision as proposed, but this will not preclude further impact bargaining. In cases where the City is faced with an emergency or exigent circumstances, it may act with less than thirty (30) calendar days notice, but it will still engage in required impact bargaining.

ARTICLE 5

LAW ENFORCEMENT OFFICERS' RIGHTS

- 5.1: The City agrees to abide by the requirements contained in the Law Enforcement Officer's Bill of Rights (i.e., Section 112.531, et seq., Florida Statutes, including any and all subsequent revisions thereto, and that statute is incorporated herein by reference.
- 5.2: Whenever an employee covered by this *Agreement* is under investigation and subject to interrogation by members of his or her agency as a result of a citizen's complaint, for any reason which could lead to disciplinary action, the employee shall be given, if reasonably possible, at least twenty-four (24) hours notice of the meeting wherein he or she is to be questioned.
- 5.3: An employee covered by this *Agreement* shall have the right, upon request, to be represented by a PBA representative and /or by an attorney at law at all questioning, meetings, or examination of that employee which are part of any formal investigation concerning that employee. The employee shall have the right to consult privately with his or her representative and/or attorney at any time during an investigation, provided such consultation does not unduly delay the investigation.
- 5.4: No employee shall, after completing his or her probationary period, be required to submit to a polygraph examination nor shall any disciplinary action be taken against any such (non-probationary) employee for refusing to submit to such an examination. However, for employees who voluntarily submit to a polygraph, the results of said examination will be admissible as evidence in disciplinary hearings and investigations.

ARTICLE 6

CITY PROPERTY

- 6.1: When an employee leaves the City's employment, the City has the right to demand and receive any and all City property in the possession of said employee before making final payment to the employee.
- 6.2: Employees may not deface or attach any unauthorized material (including but not limited to buttons, pins, bumper stickers, decals, etc.) to any City property or equipment (including but not limited to vehicle, radio, etc.) or uniforms.

ARTICLE 7

PBA REPRESENTATION

- 7.1: Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the PBA shall consist of not more than three (3) representatives, all of whom shall attend negotiations without cost to the City.
- 7.2: The names and shift assignments of all PBA officers, representatives, and PBA agents, except attorneys, shall be given in writing to the City Manager's Office, as well as any change in such list prior to the effective date of their assuming duties of office. Such notification shall be made by an officer of the PBA.
- 7.3: PBA representatives shall be allowed to communicate official PBA business, including the distribution of literature, to unit employees prior to on-duty roll call and following off-duty roll call provided only that there is no interference with the conducting of the roll call.
- 7.4: Copies of special orders, general orders or training bulletins affecting PBA unit employees shall be made available to the PBA upon request.
- 7.5: Special conferences on important matters will be arranged between the representative of the PBA and the Chief of Police or his or her designee upon the request of either party. Special conferences will be called by Department management to notify the representatives of the PBA of anticipated changes in working conditions. Arrangements for any special conferences shall be made five (5) calendar days in advance whenever possible, and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda and PBA representatives shall be limited to no more than three (3) at any one conference. Whenever a special conference is scheduled, the PBA will be notified.

ARTICLE 8

PBA BUSINESS

- 8.1: Elected officials of the PBA shall be granted time off up to a maximum of one (1) person in any one instance by departmental management to attend monthly PBA meetings, at no cost to the City, not to exceed eight (8) hours each. In the event that any such person is on duty, leave will be subject to the following conditions:
- a) A written request shall be submitted to departmental management at least seventy-two (72) hours in advance of the requested time off; and
 - b) Sufficient staffing is available to cover existing scheduled assignments. The determination of whether sufficient staffing is available shall be made by the Chief of Police in his or her sole and exclusive discretion.
- 8.2: The Department retains the right to restrict time off for PBA business when in the opinion of the Department, an unusual and/or emergency condition exists or is imminent and that such time off from work assignments would create a danger to public safety.
- 8.3: Employees covered by this *Agreement* who are members of the PBA shall be granted up to a total of twenty-four (24) hours leave per fiscal year at no cost to the City to be used by employees covered by this *Agreement* who are PBA members in order to attend state and local PBA meetings. It is intended that a total of twenty-four (24) hours per fiscal year can be used in this manner for all unit employees; it is not intended that each unit employee will be granted twenty-four (24) hours. In order to assure proper coverage of assignments, the Chief of Police, no later than thirty (30) days prior to the aforementioned events, shall be notified in writing of the names of employees (who must also be PBA members) designated by the PBA to attend the above-listed functions.

ARTICLE 9

DUES DEDUCTIONS

- 9.1: On receipt of a lawfully executed written authorization from a City bargaining unit member covered by this *Agreement*, on a form approved by the City's Finance Director, the City will deduct each pay period from the employee's pay the amount so specified by said employee, but not less than regular dues.
- 9.2: The City will remit to the PBA Treasurer, on a monthly basis, such sums together with a list of employees for whom deductions were made.
- 9.3: Changes in the PBA's membership dues rate shall be certified to the City, in writing, over the signatures of the authorized officer or officers of the PBA, at least thirty (30) days in advance of the effective date of such change.
- 9.4: The City's remittance shall be deemed correct if the PBA does not give a written notice to the City within two (2) calendar weeks after remittance is received of its belief, with reasons stated therefore that the remittance is incorrect.
- 9.5: Any employee may revoke, in writing, with thirty (30) days prior notice to the City Finance Director and the PBA, his or her authorization for dues deductions.
- 9.6: The PBA will indemnify, defend and hold the City harmless against any and all claims made and against any suit instituted against the City on account of the administration of this Article.

ARTICLE 10

BULLETIN BOARDS

- 10.1: The PBA may use the two (2) locked bulletin boards (located in the Detective Division and the squad room) that are currently provided to the PBA in its representation of the bargaining unit of Police Lieutenants (as well as the unit of Police Officers and Police Sergeants). The Chief of Police will be provided with a key to the bulletin boards. The PBA may use the bulletin boards for posting bulletins, notices and other Association materials.
- 10.2: The PBA agrees that it shall use space on bulletin boards provided for in the above Section, only for the following purposes:
- Notices of PBA meetings
 - PBA elections
 - Reports to PBA committees
 - Ruling and policies of PBA
 - Recreational and social affairs of the PBA
 - Notices by public bodies
- All material to be posted shall be subject to the prior approval of the Chief of Police.
- 10.3 Neither the PBA nor any employee may post on the City issued bulletin boards any notice or document or material which is political in nature, which incites or encourages employees to file grievances against the City, or which notice, document or material tends directly or indirectly to disparage the City or any elected or appointed official or employee of the City.
- 10.4 The City upon written request, will provide the PBA with a list of the names and addresses of its bargaining unit members bi-annually. However, it is agreed that any unit member may direct the City to exclude his or her home address from such a list. Further, the PBA agrees to defend, indemnify and hold the City harmless against any and all claims made against it as well as any suits instituted against the City on account of any action commenced because of the City's compliance with this Section.

ARTICLE 11

HOLIDAYS

- 11.1: Employees covered by this *Agreement* will receive pay (at their base rate of pay) for twelve (12) eight (8) hour non-designated holidays per calendar year. Employees will be paid for six (6) eight (8) hour holidays on May 15th each year and will be paid for the remaining six (6) eight (8) hour holidays on November 15th. Each of these payments will be paid in separate checks, within five (5) days after the above noted dates. For new employees or for employees who have one month or more unpaid leave (whether or not the leave is consecutive), holiday pay will be adjusted on a pro rata basis.
- 11.2: Employees covered by this *Agreement* shall be entitled to utilize one (1) Floating Holiday each fiscal year. The length of the holiday will be equal to the length of the employee's normal work day. The holiday may be observed on any regularly scheduled work day that is mutually convenient to the employee and his supervisor. The City may require up to three (3) weeks advance notice of the date the employee intends to utilize the Floating Holiday. The Floating Holiday must be taken within the fiscal year in which it was accrued or it will be forfeited. Only those employees with 26 weeks of service are eligible.

ARTICLE 12

WORKWEEK - SCHEDULING - RECALL

- 12.1: Scheduling and assignments are managerial decisions to be made in the sole and exclusive discretion of the Chief of Police. It is agreed that, if the work schedule of an entire unit or division is to be changed, the Chief of Police will provide fourteen (14) calendar days' notice. In the case of all other changes of schedules and/or assignments, seven (7) calendar days notice will be given. Notice may be shortened or waived in actual or reasonably anticipated emergencies.
- 12.2: The City reserves the right to alter or change any employees' hours of work and/or work schedule in order to minimize or avoid the payment of overtime. However, the City agrees that, when scheduled court time would cause an employee to work overtime, the City will (in this case only) not alter or change the affected employees' hours of work or work schedule to avoid the payment of overtime.
- 12.3: Employees will be paid at one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of the normal work day.
- 12.4: In the event that an employee is recalled for duty outside the employee's regular work schedule (excluding court appearances), and the employee actually reports to work, he or she shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times his or her regular rate of pay. However, if the employee is recalled to duty within sixty (60) minutes of his or her starting time or within sixty (60) minutes of his or her quitting time, no guaranteed minimum payment will be made.
- 12.5: Employees covered by this *Agreement* may elect to receive compensatory time in lieu of overtime payments. In that event, compensatory time will be granted at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Employees may take their compensatory time upon proper advance notice to the Chief of Police, [with at least twenty-four (24) hours notice] provided there is sufficient manpower available to permit the

employee to utilize (compensatory) time off work. Employees may accumulate compensatory time up to, but never to exceed, eighty (80) hours. Compensatory time must be taken in no less than one (1) hour increments.

12.6: The term "base rate of pay" is a reference to an employee's hourly rate of pay as reflected in the pay plan (which includes longevity pay) whereas the term "regular rate of pay" is a reference to the employee's base rate of pay, adjusted by assignment pay and education incentive pay.

12.7: Road Patrol Police Lieutenants who are regularly assigned to work on the Alpha (midnight) shift will receive a shift differential while so assigned. The shift differential will be one (1) step (2.5%) and it will not affect the employee's anniversary date. The PBA acknowledges that differentials for other shifts are not warranted.

ARTICLE 13

OFF-DUTY COURT APPEARANCES

- 13.1: An employee who, while off-duty, is actually required to appear as a witness in a criminal or civil proceeding as a result of his or her employment with the City will be compensated for the actual time spent in court at one and one-half (1-1/2) times their regular rate of pay. Employees will be guaranteed a minimum of three (3) hours pay at one and one half (1-1/2) times their regular rate of pay for such off-duty court appearances, in the event the court appearance commences more than one (1) hour before the employee's starting time or more than one (1) hour after the employee's quitting time. For court appearances which commence within sixty (60) minutes or less of the employee's starting/quitting time, the three (3) hour minimum will not apply. However, the intervening time [sixty (60) minutes or less] will be considered as time worked.
- 13.2: All witness fees received for any court appearance(s) will be returned to the City.
- 13.3: Employees who are required to remain on stand-by status in connection with a job-related court case will be provided with "beepers". Accordingly, they will not be required to remain at home in a constant state of instant readiness to appear in court. Such stand-by time will not, therefore, be considered as time worked and employees will not receive compensation (overtime or straight-time) therefore.
- 13.4: The City will not compensate an employee who is a character witness for a fellow employee who is a plaintiff in a civil suit against the City.

ARTICLE 14

ANNUAL LEAVE

14.1: Employees shall accrue annual leave time according to the following schedule:

<u>COMPLETED YEARS OF SERVICE</u>	<u>HOURS ANNUAL LEAVE EARNED</u>
After 1 yr. through 5 yrs.	96 hours
After 5 yrs. through 14 yrs.	136 hours
After 14 yrs. through 20 yrs.	176 hours
After 20 yrs.	216 hours

14.2: The Chief of Police or his or her designee will establish a procedure for scheduling vacations. The Department will make every effort to meet the desires of the employees consistent with the requirements of its operations and shall give preference to the most senior employees. A Leave Form for vacation leave may be submitted six (6) months in advance. The Leave Form will be approved/disapproved within three (3) months of the date the vacation is requested to commence.

14.3: Should an employee request a change in his or her previously scheduled annual leave, a written request for such change shall be submitted to the Chief of Police, or his or her designee, seven (7) days prior to the original scheduled annual leave date and it is agreed that such a request will not be unreasonably denied.

14.4: Employees may carry-over and accumulate annual leave time up to but never to exceed 320 hours. Annual leave hours in excess of 320 hours at the end of the City's fiscal year will be forfeited. The 2003/2004 fiscal year ends on September 26, 2004, the 2004-2005 fiscal year ends on September 25, 2005, and the 2005/2006 fiscal year ends on September 24, 2006. However, where an employees makes a timely request to utilize annual leave time which is denied by the City, and where the City's denial of annual leave usage results in an employee exceeding the 320 hours cap, the City will give the employee an additional period of time (up to 180

days) within which to utilize the excess annual leave hours. Annual leave time will be paid at the employee's regular rate of pay.

- 14.5: Annual leave time may be taken as earned. Annual leave time may be taken all at one (1) time, or may be split into increments of no less than one (1) hour at the employee's choice, if first approved by the Chief of Police. The decision of the Chief of Police in rejecting or approving an employee's request to split Annual leave time will be in his or her sole and exclusive discretion.
- 14.6: Annual leave, (plus up to eight (8) hours of sick leave annually) at the option of the employee may be donated (on an hour for hour basis) to any PBA bargaining unit member who is in need of such "extra time off" due to a serious illness or injury. Annual leave time may also be donated to any City employee for any other unusual or emergency reason, subject to the prior approval of the Chief of Police.
- 14.7: In the event that a non probationary, full time employee retires, resigns or is terminated, said employee will be paid for all accrued but unused annual leave at his or her base rate of pay. In cases of death, such payment will be made to the employee's estate and/or designated beneficiary.
- 14.8: Effective in September of 2005, employees will be allowed, one time each year, the option of receiving a cash payment of 100% for up to forty (40) hours of accrued annual leave, provided however, that no such cash payment shall be paid to the extent that such cash payment will cause the employee's accrued annual leave bank to fall below eighty (80) hours as of the first pay-period before September 15th of each year. In order to elect this cash payment, the employee must submit a written request to the payroll department no later than September 1st of each year. Payments will be made in the first pay period after September 15th, each year.

ARTICLE 15

SICK LEAVE

- 15.1: Sick leave shall be earned at the rate of 1.84 hours for each week worked (including while on annual leave, sick leave and other authorized paid leave). For employees who work the full year, this is 96 hours.
- 15.2: There is no waiting period for an employee to utilize sick leave.
- 15.3: An employee may accrue unlimited hours of earned sick leave for legitimate sick leave usage purposes. For the purposes of sick leave payoff upon "separation" from employment:
- (a) Employees hired on or before October 1, 1985 will be paid for 100% of their accumulated sick leave if they retire or separate in good standing, provided they were employed full-time by the City for ten (10) years or more.
 - (b) For employees hired after October 1, 1985, they will be paid for one-half ($\frac{1}{2}$) of their accumulated sick leave hours upon retirement and one quarter ($\frac{1}{4}$) of their accumulated sick leave upon resignation.
 - (c) Upon the death of an employee in the line of duty, the City will compensate such employee's beneficiary or other person designated by the employee in writing for 100% of the employee's accumulated sick leave within thirty (30) days of the death. The payoff amount will be calculated on the basis of the employee's base rate of pay at the time of "separation". However, employees fired for just cause, as determined by the City Manager, will forfeit all accrued sick leave.
- 15.4: Sick leave is to be used for the following reasons:
- (a) Personal illness or physical incapacity to such an extent that the employee is rendered unable to satisfactorily perform duties of his position. After three (3) calendar days, a doctor's slip justifying illness or injury may be required by the Chief of Police; and

(b) Enforced quarantine when established by the Department of Health or other competent authority of the authority for the period of such quarantine.

15.5: Except as provided in Article 19, Section 5, sick leave is for the illness or injury of an employee and is to be used for no other purpose.

15.6: An employee shall not feign illness or injury.

15.7: Non job related illness or injury (including pregnancy): The Chief of Police may, in his or her discretion, permit an employee to return to work to perform light or limited duty assignments. Light or limited duty assignments will be reviewed every thirty (30) days.

15.8 No employee who misses work due to illness or injury may work an off-duty police detail within twenty-four (24) hours of the scheduled starting time of the missed shift.

15.9 Sick Leave Conversion: Effective in October of 2005, on the first day of each fiscal year, an employee may convert a maximum of the unused portion of the first one-half (1/2) of the employee's prior year's annual sick leave accruals into annual leave, subject to the following:

- (a) The employee must already have a minimum of 1440 hours of unused sick leave hours in addition to those hours that he/she wants to convert; and
- (b) Conversion must be in one hour increments; and
- (c) The value of each sick leave hour converted to annual leave will be based on the employee's date of hire (i.e., hours will be converted at 100% for employees hired on or before October 1, 1985, and at 50% for employees hired after October 1, 1985); and
- (d) Sick leave hours converted into annual leave will be subject to the provisions of Article 14 (Annual Leave).

ARTICLE 16

FUNERAL LEAVE

- 16.1: Employees covered by the *Agreement* upon approval of the Chief of Police will be granted three (3) working days leave with pay (at their regular rate of pay) in order to attend the funeral in the event of a death in the employees immediate family, as defined in Section 16.2, below. In the event the funeral is held out of state, the employee shall be granted up to 40 hours) leave with pay (at their regular rate of pay) in order to attend the funeral.
- 16.2: The employee's immediate family shall be defined as the employee's spouse, father, mother, brother, sister, son, daughter, step-parents, stepchildren, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents or other relative domiciled in the employee's home who are the employee's dependents.
- 16.3: Funeral leave under Section 16.1 shall not be charged to annual leave, compensatory time or sick leave except as noted in 16.5.
- 16.4: Should an employee require additional time off other than that provided in Section 16.1 of this Article, he or she may request such additional time from the Chief of Police. The decision of the Chief of Police to grant or deny such request is within his/her sole and exclusive discretion. Additional leave may be paid or non-paid, also in the sole discretion of the Chief of Police. Additional time off, if approved, will be charged to annual leave or compensatory time.
- 16.5: The City reserves the right to require documentation supporting all approval of funeral leave after the employee returns to work. Acceptable documentation will include a copy of the death certificate, an obituary from a newspaper that has the employee's name and specifically describes the "immediate family" relationship between the deceased and the employee (must be original, with name of newspaper and date, not a photocopy), or other similar original documentation deemed acceptable by the City. The

employee must also submit a City funeral leave form certifying that such leave meets the requirements of this Article.

ARTICLE 17

MILITARY LEAVE

- 17.1: The City agrees to comply with all applicable state and federal laws governing military leave.
- 17.2: Whenever an employee covered by this *Agreement* is ordered to engage in required military duty or training, and where said employee is not entitled to paid leave pursuant to state or federal law, the employee may be permitted to utilize annual leave for such duty or training.
- 17.3: Any member of a Reserve component of the Armed Forces of the United States who enters upon active duty or whose active duty is extended during a period when the President is authorized to order units of the Ready Reserve or members of a Reserve component to active duty shall be eligible for military leave benefits (pay for the number of working days, according to the employee's regular work schedule, in accordance with Section 17.1).
- 17.4: Upon returning from military leave, employees will be reinstated to the same step of the pay plan at which they were situated at time of leave of absence. Thus, employees on military leave will receive any general salary adjustments that were granted during their absence to their job classification. Employees on military leave do not earn time towards merit raises or longevity pay steps during the unpaid period of military leave. However, they retain such service time as they had at time of leave of absence. Drafted or extended employees will continue to earn seniority credit toward longevity, annual leave and promotional examination.
- 17.5: Active Duty During Wartime: An employee who enters the Armed Forces during a period of war between the United States and a foreign government or who is called to active duty in the Armed Forces during a period of war between the United States and a foreign government or who is called to active duty in the Armed Forces or National Guard during wartime, shall be granted military leave for his or her period of military

commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days, according to his or her regular work schedule in accordance with section 17.1.

ARTICLE 18

VACATION BONUS PLAN

- 18.1: Bargaining unit employees who do not use sick leave for a three (3) month period, (October 1st to December 31st; January 1st to March 31st; April 1st to June 30th; or July 1st to September 30th) will have their annual leave account increased by ten (10) hours for each three (3) month period.
- 18.2: Sick leave used for a doctor or dentist appointment for routine preventive purposes and made two (2) or more weeks in advance will be deducted from an employee's sick leave accruals and will not count against an employee for the purpose of Section 18.1.

ARTICLE 19

FAMILY MEDICAL LEAVE

- 19.1: The Family Medical Leave Act of 1993 (FMLA) requires employers to provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and for at least 1,250 hours of service over the previous 12 months. Employees must contact the Personnel Department to arrange for this type of leave. The required 12 weeks under FMLA will include any paid or unpaid leave taken. The twelve (12) FMLA weeks start with a "rolling" twelve (12) month period measured backward from the date the employee uses any FMLA leave.
- 19.2: **BIRTH OF A CHILD** - Eligible employees (mother or father) may take up to twelve (12) weeks of leave for the birth of a child according to the FMLA. If both parents are employed by the City, a combined total of only twelve (12) weeks is available for the birth of a child. Upon further written request from the employee, the Personnel Director may, pursuant to Article 38, extend the leave (although it will not be FMLA leave) up to a maximum of one (1) year. In no case shall the total period of leave exceed twelve (12) months.
- Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion or childbirth shall be treated the same as any other medical disability and may be charged against accrued paid sick leave. Sick leave may not be used for child care purposes. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and annual leave accruals.
- 19.3: Annual leave time, at the option of a bargaining unit member may be donated (on an hour for hour basis) to any other bargaining unit member for the birth of a child. However, the bargaining unit member must keep at least one (1) week of annual leave for their own personal use.

19.4: **ADOPTION** - Adoption leave for eligible employees will be governed by the regulations of the FMLA. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and annual leave accruals.

If an employee is not eligible for coverage under the FMLA, the Personnel Director may grant up to forty (40) hours unpaid leave to a mother or father upon the adoption of a child. If both parents are employed by the City, they may each be granted up to forty (40) hours. Employees should contact the Personnel Department to request Adoption Leave.

19.5: **CARING FOR A SPOUSE, CHILD OR PARENT** - Leave to care for a spouse, child or parent with a serious medical condition will be governed by the regulations of the FMLA. The employee is required to furnish to the City, a medical certificate from a health care provider, that the employee is needed to care for a spouse, child or parent. For employees hired prior to October 1, 1985, the employee has the option of using his or her annual or sick leave. For employees hired after October 1, 1985, the employee will be allowed to use forty (40) hours of sick leave, then forty (40) hours of annual leave, then forty (40) hours of sick leave and then annual leave thereafter. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and annual leave accruals.

19.6: **AN EMPLOYEE'S SERIOUS HEALTH CONDITION** - Leave requested for an eligible employee's own serious health condition will be governed by the regulations of the FMLA. Upon further written request from the employee, the Personnel Director may extend the leave up to a maximum of one (1) year. Sick leave may be used for the period of time that the employee is unable to work due to the serious health condition. The employee will be required to provide a medical certification from a health care provider, of the employee's inability to perform the essential functions of his or her position. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holiday and available sick leave and annual leave accruals.

- 19.7: Any unpaid leave of absence of thirty (30) consecutive calendar days or more will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.
- 19.8: No employee who is granted a leave of absence (with or without pay) may engage in work for profit during said leave without the express permission of the City Manager. Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of unpaid leave.

ARTICLE 20

LEGAL PROBLEMS

- 20.1: When a bargaining unit employee is sued because of his or her status as a police officer, the City will continue its practice of evaluating the complaint and determining what actions, if any, it will take pursuant to Section 111.07, Florida Statutes regarding the defense of civil actions against bargaining unit employees which arises from a complaint for damages or injury suffered as a result of any act or omission of action for an act or omission arising out of and in the scope of his or her employment or function. The City will also continue to evaluate its obligation, if any, pursuant to Section 111.065, Florida Statutes, regarding the payment of attorney fees and costs.

ARTICLE 21

PROBATION

- 21.1: In the event an employee is promoted to the rank of Police Lieutenant, that employee shall serve a probationary period of twelve (12) months of continuous employment from the date of promotion. Upon the expiration of said twelve month period, the Chief of Police shall have one week in which to issue a letter placing the officer on permanent status. If no letter is issued, the employee shall revert to his or her former rank/position, without loss of rights or benefits. Such reversion may not be appealed through the grievance/arbitration procedure contained in this *Agreement*.
- 21.2: Police Officers or Police Sergeants temporarily assigned as "acting Police Lieutenants" will not be covered by this *Agreement*.

ARTICLE 22

INSURANCE

22.1: Coverage for full-time employees under the City's Group Health Insurance Plan is made available on the first of the month following thirty (30) days of employment providing the employee completes and returns the application documents within thirty (30) days of employment. Due to the unique role the Police Lieutenants perform with the Department, the City agrees to pay the cost of health insurance for unit employees and eligible dependents. The City will not contribute toward the cost of any optional benefits offered to employees. The City may change insurance carriers and/or the scope and level of benefits at its discretion, provided that the City will, absent exigent circumstances, offer a major medical plan and an HMO and that bargaining unit members will be covered by the same insurance plan as the City's non-represented employees. If the scope and level of benefits is materially reduced, the PBA will be notified in writing thirty (30) days in advance or as soon as practicable and may request post-implementation impact bargaining.

22.2: There is currently in effect the following life insurance coverage per employee providing that the employee completes the necessary application and returns same within thirty (30) days of employment with the City:

- a) One-hundred and fifty thousand dollars (\$150,000) on-duty life coverage if the employee is unlawfully or intentionally killed while in the actual performance of his or her duties;
- b) One-hundred thousand dollars (\$100,000) on-duty life coverage for an accidental death while in response to fresh pursuit or an emergency;
- c) Fifty thousand dollars (\$50,000) on-duty life coverage for accidental death; and

- d) Twenty-five thousand dollars (\$25,000) life coverage and twenty-five thousand dollars (\$25,000) accidental death and dismemberment.

22.3: In the event that the City's Group Health Insurance plan is provided by two (2) or more companies, or if the City offers multiple plans through a single company which establishes separate rates for the plans, the City may, in its discretion, establish a uniform rate which would then be paid for as provided in Section 22.1.

22.4: Insurance benefits for full-time Police Lieutenants who suffer a catastrophic line of duty injury will be governed by Section 112.19, Florida Statutes.

ARTICLE 23

SAFETY DAY

23.1: In cases where unit members who are regularly assigned to drive a City car and/or motorcycle and are not involved in a chargeable accident as determined by the Chief of Police and the Safety Officer, occurring within a thirty-six (36) month period, beginning October 1, 1986, the City agrees to increase the employee's annual leave (for the year in which the 36th month falls) by eight (8) hours. No time period will be pro-rated for the purpose of this Article. For employees who are involved in a chargeable accident during a particular fiscal year, they will begin their next thirty-six (36) month cycle the next October 1st following the chargeable accident. Employees hired after October 1st must wait until the following October 1st in order to begin accumulating their time for the purpose of participation in this incentive. After the City adds these additional hours, they will be reflected on the employee's pay under the annual leave category. The City will advise the employee in writing when eight (8) hours is added to the annual leave category. The City agrees to make its best efforts to complete the administrative work that is needed to add these hours to each eligible employee's annual leave category within ninety (90) days of the end of the cycle.

ARTICLE 24

SENIORITY

- 24.1: Seniority shall consist of continuous accumulated paid service with the Police Department as a sworn law enforcement officer. Seniority shall be computed from the date of appointment in each rank. Seniority shall accumulate during absence because of illness, injury, annual leave, military leave, or other authorized paid leave.
- 24.2: Seniority shall govern the following matters:
- a) Vacation for each calendar year shall be selected by employees on the basis of unit seniority preference; subject to the restrictions contained in Article 14 (Annual Leave);
 - b) In the event of a permanent vacancy, employees with the most seniority, by rank, shall be first considered for the position by the Department, before new applicants are considered; and
 - c) Work assignments, shall not be subject to this *Agreement*.

ARTICLE 25

GRIEVANCE AND ARBITRATION PROCEDURE

25.1: A grievance is limited to and defined as any difference, dispute or complaint between the City and the PBA involving the application or interpretation of this *Agreement*. It is mutually agreed that a grievance shall be settled only in accordance with the procedures herein provided and that there shall at no time be any concerted strikes, work stoppages, tie-ups of equipment, slow-downs, walk-outs, safety strikes, or any other concerted failure or refusal to perform assigned work for any reason. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the PBA.

25.2: Time is considered to be of the essence for purpose of this Article. Accordingly, any grievance which is not filed and processed within the time limits set forth in this Article will be presumed to be barred, forfeited, abandoned and foreclosed for all contractual purposes. Any grievance not answered by the City within the time limits provided below will be deemed to be denied and the aggrieved employee may proceed to the next higher step of the grievance procedure if he or she so desires. The City may raise the PBA's and/or and employee's untimely submission and/or processing of a grievance at any step of the grievance procedure.

25.3: Grievances shall be presented in the following manner:

STEP 1:

The aggrieved employee shall orally present his or her grievance to his or her immediate supervisor within seven (7) calendar days of the time when the alleged grievance occurred or within seven (7) calendar days of the time when the employee reasonably should have known of the alleged grievance. The aggrieved employee may request that an PBA representative be present. Discussion will be informal for the purposes of settling differences in the fastest, simplest and most direct manner. The immediate supervisor shall render a decision, in writing, within seven (7)

calendar days from the date on which the grievance was communicated to him. The written decision will be given to the employee and to the PBA representative.

STEP 2:

If the grievance is not resolved at Step 1, it shall be the responsibility of the aggrieved employee to reduce the grievance to writing on the regular grievance form as approved by the City and supplied by the PBA. The grievance shall be signed by the employee and shall specify:

- a) the date of the alleged grievance;
- b) the specific Article (s) of this *Agreement* allegedly violated;
- c) the basic facts pertaining to or giving rise to the alleged grievance;
and
- d) the relief requested.

The grievance shall be presented to the Chief of Police within seven (7) calendar days after the date of receipt of the immediate supervisor's decision at Step 1, above, or, if the immediate supervisor fails to render a decision, within seven (7) calendar days from the date on which the decision was due. The Chief of Police shall render his or her decision in writing seven (7) calendar days from the date on which he or she receives the grievance.

Alternatively, the aggrieved employee may appeal to a Complaint Review Board if required by the Law Enforcement Officer's Bill of Rights, but not both. An appeal to a Complaint Review Board will act to forever bar and foreclose the grievance from being processed through this grievance/arbitration procedure; conversely, an employee may not appeal to a Complaint Review Board if he or she utilizes this procedure.

STEP 3:

If the grievance has not been satisfactorily resolved at Step 2, above, the grievant or the PBA representative may forward the grievance to the Personnel Director within seven (7) calendar days from receipt of the written decision of the Chief of Police or, if no decision is rendered, within seven (7) calendar days after the Chief of Police's decision was due. The

Personnel Director shall meet with the aggrieved employee and a designated PBA representative within seven (7) calendar days after receipt of the grievance. If an adjustment of the grievance is not reached at this meeting, the Personnel Director shall furnish a copy of his or her decision to the aggrieved employee and the PBA within seven (7) calendar days after the meeting, unless this period is extended by mutual agreement in writing. The Personnel Director will either affirm, modify or reverse the decision of the Chief of Police or propose a settlement of the grievance. Upon seven (7) days written notice, the City Manager may designate another individual to hear Step 3 grievances.

25.4: In the event that a grievance processed through the grievance procedure has not been resolved at Step 3, above, the PBA may request that the employee's grievance be submitted to arbitration within (7) calendar days after receipt of the Personnel Director's response, or, if no response is made, within seven (7) calendar days after the response was due. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and conciliation Service to furnish a panel of five (5) names from which each party shall have the option of striking two (2) names in alternating fashion, thus leaving the fifth (5th) which will give a neutral or impartial arbitrator. The party requesting arbitration will strike the first (1st) name.

25.5: Any of the time limits specified in Sections 25.3 or 25.4 may be waived or extended only by the mutually written agreement of the parties.

25.6: When a grievance involves discipline in the form of suspension, demotion or termination, or where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the PBA and the City, it may be presented directly at Step 2 of the grievance procedure, within the time limits provided for the submission of a grievance at Step 1, and shall be signed by the aggrieved employees or the PBA representatives on their behalf.

25.7: The City and the PBA 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 decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure, as well as any defenses raised by the City. The arbitrator shall have no authority 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 Article, except to the extent as specifically provided herein.

25.8: The arbitrator may not issue declaratory opinions and shall confine himself or herself exclusively to the question(s) presented to him or her, which question(s) must be actual and existing.

25.9: Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The Arbitrator's fee and related expenses, and expenses of obtaining hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.

A. City Witnesses: PBA members required to testify in an arbitration hearing will be paid by the City. Time spent testifying will count as hours worked.

B. PBA Witnesses: On-duty employees required to testify at an arbitration hearing by the PBA will be made available to testify without loss of pay. Whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work. The intent of the parties is to

minimize time lost from work. Under no circumstances will off-duty PBA witnesses be paid for testifying at an arbitration proceeding.

- 25.10: The arbitrator's award shall be issued within thirty (30) days after receipt of briefs by the parties, if any. Said award will be final and binding on the parties.
- 25.11: For the first twelve (12) months of consecutive service with the City as a sworn and certified law enforcement officer, an employee is probationary. That is, the employee serves at the will and pleasure of the City and thus he or she may be disciplined or discharged without explanation and for any reason deemed sufficient by the City. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline. However, probationary employees may appeal to a Complaint Review Board, if available. This section only applies to newly hired Police Lieutenants and does not relate specifically to newly promoted Police Lieutenants, whose rights are referred to in Article 21(Probation).
- 25.12: The PBA will be furnished with a copy of each grievance filed by an employee within the bargaining unit, and the City's response (s) thereto.
- 25.13: Employees may request to have a PBA representative present at any step of the grievance procedure.

ARTICLE 26

LETTERS OF REPRIMAND/

INTERNAL AFFAIRS INVESTIGATIONS

- 26.1: Letters of reprimand shall be shown to the affected employee and the employee will be required to sign same before it is placed into his or her file. The employee's signature indicates only that the employee has seen the letter of reprimand, and not that the employee agrees to the contents of the letter of reprimand.
- 26.2 The findings of the internal affairs investigations shall be labeled "sustained", "not sustained", "unfounded" or "exonerated." No other terminology may be used, unless otherwise required by State Law.
- 26.3 The City shall comply with Section 112.532 et seq., Florida Statutes (including any subsequent modifications and/or revisions thereto) when receiving, investigating, determining, and releasing information on citizens' complaint against employees covered by this *Agreement*.
- 26.4 All internal affairs investigations of employees will be completed as expeditiously as reasonably possible.

ARTICLE 27

WAGES AND PERFORMANCE EVALUATIONS

A. WAGES

27.1: The salary range for the Police Lieutenant classifications covered by this *Agreement* is contained in this Article.

27.2: Effective at the beginning of the first full pay period after January 1, 2004, the value of each step of the plan will be increased by three percent (3%), and effective at the beginning of the first full pay period after July 1, 2004, the value of each step of the plan will be increased by one percent (1%).

27.3: Effective at the beginning of the first full pay period after January 1, 2005, the value of each step of the plan will be increased by three percent (3%), and effective at the beginning of the first full pay period after July 1, 2005, the value of each step of the plan will be increased by one percent (1%).

27.4 Effective at the beginning of the first full pay period after January 1, 2006, the value of each step of the plan will be increased by three percent (3%), and effective at the beginning of the first full pay period after July 1, 2006, the value of each step of the plan will be increased by one percent (1%).

27.5: PREMIUM PAY

Effective in the first full pay period after October 1, 2000, the following special assignment allowances shall be provided, after approval by the Chief of Police, or as otherwise designated to employees assigned to:

a. the Detective Division (including the VIN Unit) . . . \$25.00 weekly.

The special assignment allowances will be paid only for those weeks that an employee is actually assigned to and actually performing the special assignment duties listed above.

b. Honor guard duties \$5.00 weekly.

B. PERFORMANCE EVALUATIONS

- 27.5: Employees will be evaluated on their anniversary date. Employees who are evaluated as being overall satisfactory or above will receive a step increase, provided that no employee will receive more than the maximum step within the pay plan. An overall satisfactory evaluation as referred to above is one where an employee is rated satisfactory or better in all categories. In the event an employee receives an overall unsatisfactory evaluation, that employee will be denied a merit increase. In the event an employee receives a “needs improvement”, that employee will receive a deferred evaluation and, if all categories are brought up to the satisfactory level (or better), the employee will receive a prospective merit increase only. A single deferment will not cause an adjustment to an employee’s anniversary date. For the effective date of a merit increase: (1) If the employee's pay anniversary date falls in the first week of a pay period, the effective date of the merit increase shall be the beginning of that pay period. (2) If the employee's pay anniversary date falls in the second week of the pay period, all increase will be effective at the beginning of the following pay period.
- 27.6: Employees will be evaluated in the following categories:
- a. Achievement of Objectives
 - b. Decision Making and Judgment
 - c. Personnel Development
 - d. Planning and Organizing
 - e. Interpersonal Skills
 - f. Communications
 - g. Administrative Policy and Procedure
 - h. Additional Factors
- 27.7: Employees will be rated as being Excellent; Above Average; Satisfactory; Needs Improvement or Unsatisfactory.
- 27.8: In no event will an employee be permitted to advance higher than the maximum step within their salary range. Employees who reach the

maximum step will be entitled to advance, if at all, only when negotiated across-the-board raises, if any, raise the "value" of the highest step.

- 27.9: Two (2) Step Merit Increases and Additional Step in Pay Range:
- (A) Each employee promoted into the rank of Police Lieutenant on or after October 1, 2000, will be eligible for three (3) consecutive two (2) step merit increases beginning on the Lieutenant's first anniversary date after his/her promotion, provided that the employee shall not exceed the maximum step in the salary range.
 - (B) In exchange for making the one time reslotting/adjustments and the implementation of the two (2) step merit increases for Lieutenants described in this Section, which were done as part of the 2000-2003 collective bargaining agreement, the PBA agrees that it will never make any further requests or contract proposals to adjust or reslot any other bargaining unit member's salary.
 - (C) Effective after this *Agreement* is ratified by both parties, an additional step (2.5%) will be added to the top of the pay range for Police Lieutenants and the last two steps in the pay plan will then be combined to create a new double bump step. Police Lieutenants who reach the new second to last step in the pay plan will be eligible for a double step increase upon their anniversary date that falls after this *Agreement* is ratified by both parties. Police Lieutenants who have already reached the current maximum step in the pay plan (which will become the second to last step under this section) before this *Agreement* is ratified by both parties will be eligible for the additional step increase upon the date (prospectively only) that this *Agreement* is ratified by both parties.

27.10: The following is the wage scale for Police Lieutenants (with the applicable annual wage increases noted in Sections 27.2, 27.3, and 27.4):

01/05/04	\$56,892.47 - \$76,514.50
07/05/04	\$57,461.40 - \$77,279.65
01/03/05	\$59,185.24 - \$81,587.66
07/04/05	\$59,777.09 - \$82,403.54
01/02/06	\$61,507.41 - \$84,875.65

07/03/06 \$62,186.11 - \$85,724.40

27.11: Effective with promotions that occur on or after October 1, 2003, when a Police Sergeant is promoted to Police Lieutenant, if his/her actual pay anniversary date for a merit increase as a Sergeant is within the next ninety (90) days of the promotion date, the newly promoted Lieutenant will be given credit for his/her merit increase as a Sergeant, and then will be given the applicable pay increase for the promotion.

ARTICLE 28

LONGEVITY SERVICE AWARD

28.1: Employees may receive additional pay step increments for continuous full-time service with the City.

- (1) Bargaining unit employees who have completed ten (10) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 1(L1).
- (2) Bargaining unit employees who have completed fifteen (15) years of continuous (uninterrupted) City service will be eligible for an additional one (1) step pay increase (2.5%.) This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 2 (L2).
- (3) Bargaining unit employees who have completed twenty (20) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 3 (L3).

28.2: For payroll purposes (i.e., merit pay, longevity, etc.) service must be continuous, however, any unpaid leave of absence of 30 consecutive calendar days or more will toll an employee's continuous service and thus cause an adjustment to the anniversary date.

28.3: For the effective date of a longevity increase: (1) If the employee's anniversary date falls in the first week of a pay period, the effective date of the longevity increase shall be the beginning of that pay period. (2) If the employee's anniversary date falls in the second week of the pay period, the longevity increase will be effective at the beginning of the following pay period.

ARTICLE 29

RULES AND REGULATIONS

- 29.1: It is agreed and understood that the City and the Police Department currently have Rules, Regulations, policies and procedures governing employment. The PBA agrees that, consistent with Article 4, (Management Rights), Section 4.1, (t) (u) and (v), said Rules, Regulations, policies and procedures shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Chief of Police and the City Manager (or designee), provided, however, that said new, amended, revised and implemented rule, regulation, policy or procedure will be neither arbitrary nor capricious nor will it be in conflict with the provisions of this *Agreement*.
- 29.2: The PBA President or designee will be provided with a copy of any newly proposed rule, regulation, policy or procedure as well as any proposed amendment or revision to a rule, regulation, policy or procedure. Said rules, regulations, policy or procedure will be provided prior to their effective date, if possible. As provided in Section 29.1, above, the Rules, Regulations, Policy or Procedure will be formulated, amended, revised and implemented in the sole and exclusive discretion of the City. However, the PBA may submit a written request to bargain over the impact of the new and/or revised rule, regulation, policy or procedure within thirty (30) calendar days from receipt of the proposed rule, regulation, policy or procedure. The City agrees that it will immediately participate in requested impact bargaining, provided that the effective date of the new/or revised rule, regulation, policy or procedure will not be delayed until after the completion of impact bargaining. Failure of the PBA to request impact bargaining within said ten (10) days shall constitute a waiver.
- 29.3: It is agreed and understood that the department will provide each member of the bargaining unit with a copy of departmental rules and regulations, policies and procedures and formulate general orders formulated subsequent to the execution of this *Agreement*. The department will

distribute any such new departmental rules, regulations, policies, procedures or general orders to members within thirty (30) calendar days after formal adoption, or as soon as practical after that. Employees will sign for their copy of the rules, regulations, policies and procedures.

ARTICLE 30

EDUCATION AND TRAINING

- 30.1: The City will attempt to provide each full-time sworn and certified law enforcement officer covered by this *Agreement* with at least twenty (20) hours of in-service training each year.
- 30.2: When an employee participates in required training which is mandated by the City and/or Police Department, either on or off-duty, he or she will be compensated for the time spent in such training at his or her regular rate of pay, and this will count as hours worked when computing an employee's overtime compensation. An employee is deemed to be engaged in such mandated training when he or she is given a direct order to participate in said training by the Chief of Police or his or her designee. An employee who attends a course, even if the City advises him or her of it and/or pays course tuition, is engaged in voluntary (non-compensable) training if he or she attends said courses without receiving an order to attend.
- 30.3: The City and PBA agree that the Tuition Refund Program attached as **Appendix A** to this *Agreement* is incorporated herein by reference.

ARTICLE 31

LAY-OFF AND RECALL

- 31.1: In the event that the City determines that the number of unit employees must be reduced, for any reason (including layoff, contracting and/or subcontracting, etc.), employees will be laid-off according to seniority (i.e., least senior employees laid-off first) provided that the employees retained must be immediately qualified to perform the work required to be accomplished. The City reserves the right to rescind and suspend the operation of the layoff procedure if absolutely necessary to retain "essential personnel." The determination of when it is absolutely necessary to retain essential personnel as well as which employees are "essential personnel" shall be made by the City Manager in his or her sole and exclusive discretion.
- 31.2: Except as provided in Section 31.1, above, any employee covered by this *Agreement* who is affected by a reduction in force shall have the right to displace any employee with less seniority in any lower rated classification or rank, provided that said employee is immediately qualified to perform the necessary services to be performed in that classification or rank. When an employee elects to "bump" into a lower rated classification or rank, said employee will be paid the rate of pay of that lower classification or rank.
- 31.3: All laid-off employees shall have the right of first recall, according to seniority, for up to twelve (12) months after their layoff occurs. If an employee is recalled into a position for which he or she is qualified, and refuses that position, the City is no longer obligated to offer the right of first recall to said employee.
- 31.4: Employees shall receive two (2) weeks notice of layoff, or, in lieu thereof, shall receive two (2) weeks pay at their regular rate of pay as defined in Section 12.6.

31.5: An employee on layoff status does not accrue seniority but does retain his or her accumulated seniority for twelve (12) months, or until recall, whichever occurs first. If recalled, the employee again begins to accrue seniority.

ARTICLE 32

UNIFORMS

32.1: The City agrees that uniformed officers hired after the effective date of this *Agreement* will be provided with the following:

- a) five (5) shirts with patches;
- b) four (4) pairs of trousers;
- c) one (1) uniform jacket;
- d) one (1) raincoat;
- e) one (1) dress hat with rain cover;
- f) one (1) tie with pin;
- g) one (1) bullet proof vest;
- h) one (1) nightstick and belt strap;
- l) one (1) shirt badge and one (1) hat badge;
- j) one (1) I.D. card;
- k) one (1) citation book holder; and
- l) one (1) rank insignia (if appropriate).

This will be a one-time issuance and the Department will replace these items on an as-needed basis.

32.2: In addition to the items specified in Section 1, above, officers of the motor division hired after the effective date of this *Agreement* will receive the following:

- a) three (3) pairs of motor trousers; and
- b) one (1) pair of motorcycle boots.

This will be a one-time issuance and the Department will replace these items on an as-needed basis.

32.3: Pursuant to established practices and procedures, the Chief of Police may purchase (via direct department purchase or via reimbursement to employees, after written pre-approval) additional uniform items that the Chief of Police has determined or may determine, in his sole and exclusive discretion, to be necessary for bargaining unit employees assigned to the following specialty units or positions: the Honor Guard, SWAT, K-9 officers, Bicycle officers and Hostage Negotiators, as well as other

specialty uniform items for any officer(s) as determined necessary by the Chief of Police.

- 32.4.: In the event that an employee's personal property, including firearms, is damaged or destroyed as a result of on-the-job activities, not to include normal wear and tear, and through no fault or negligence of the employee, the City agrees to repair or replace said item. In the case of personal property, the City will not repair or replace "luxury items" such as gold chains, expensive jewelry, Rolex watches, etc., or any electronic and/or communication devices or equipment (including but not limited to, cell phones, beepers, personal organizers, palm pilots, computer equipment, etc.). No reimbursement will be made for cash. Reimbursement/repair costs for jewelry and watches will not exceed \$50.00. Reimbursement/repair of prescription eyeglasses will not exceed \$150.00. These reimbursement/repair costs are per incident.
- 32.5.: A clothing allowance of two hundred dollars (\$200.00) will be paid by the City quarterly to all plain clothes officers while so assigned.
- 32.6.: All employees, including employees assigned to the Detective Division shall receive an annual check in the amount of \$300.00, payable the first pay period in December, for uniform maintenance.

ARTICLE 33

EMERGENCIES

- 33.1: The City Manager shall have the right, in his or her sole and exclusive discretion, to determine if and to what extent an emergency situation exists, with respect to City property and/or to the Citizens of the City of Sunrise. Immediately after making such determination, the City Manager's Office shall notify the President of the PBA, or a designee, of the decision, and, to the extent possible, the length of time the emergency condition is expected to continue.
- 33.2: During the declared emergency, all provisions of this *Agreement* may be suspended, except the provision of Article 5 (Law Enforcement Officers Rights); Article 12 (Workweek-Scheduling-Recall) - Section 12.2 and 12.6; Article 20 (Legal Problems); and Article 27 (Wages and Performance Evaluations). Any provision so suspended will be reinstated upon order of the City Manager after the emergency has ended.
- 33.3: Disputes concerning the *Agreement* arising during the declared emergency shall not be subject to the grievance and arbitration procedures except disputes concerning salary and wages arising pursuant to Article 27 (Wages and Performance Evaluations) of this *Agreement*.

ARTICLE 34

RETIREMENT

- 34.1: Except as provided for below, the City will maintain the existing pension ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this *Agreement*.
- 34.2: DROP. The City agrees that it will revise the police pension plan, effective January 1, 2006, to amend the eligibility and participation provisions of the deferred retirement option program (DROP) as follows:
- A. Eligibility and Participation.
- (a). A police officer who reaches normal retirement age (age 53 with 10 years of creditable service or completion of 20 years of creditable service regardless of age) shall be eligible to participate in the DROP, in accordance with section (c), below.
- (b). A member's election to participate in the DROP shall be irrevocable.
- (c). An eligible member who elects to participate in the DROP within 5 years following the member's earliest normal retirement date may participate in the DROP for a maximum of 60 months from the date of entry into the DROP plan. An eligible member may elect to participate in the DROP with 30 days advance written notice to the City, at any time after reaching the earliest normal retirement date or during the applicable DROP period. However, in no event will the DROP period be extended beyond 60 months from the date the member enters the DROP or 120 months after the member's earliest normal retirement date, whichever occurs first. A member who delays entry into the DROP beyond 60 months after reaching the earliest normal retirement date may elect to enter DROP, upon 30 days advance written notice to the City, and for every month the member delays entry into DROP beyond 60 months after reaching the earliest normal retirement date, the maximum DROP period shall be reduced by one month. Example: A member who enters the DROP within 60 months after reaching his/her earliest normal retirement date shall be

eligible to participate in the DROP for a maximum of 60 months from the date the member enters the DROP. If the same member waits 72 months after reaching his/her earliest normal retirement age before entering the DROP, the member will be able to participate in the DROP for a maximum of 48 months. A member who elects to participate in the DROP can elect to terminate DROP participation and City employment sooner than the maximum DROP period, with 30 days advance written notice to the City.

B. DROP Plan Features.

- (a). An eligible member who elects to participate in the DROP will be considered to have retired for purposes of the pension plan. The member's monthly retirement benefit, determined in accordance with the plan based on years of creditable service and average final compensation at the time the member enters the DROP, will be paid into his or her DROP account every month during the DROP period. No member contributions shall be required after a member enters the DROP, and the member will not accrue any additional creditable service or any additional benefits under the pension plan after entering the DROP.
- (b). A member who elects to participate in the DROP shall not be eligible for disability or preretirement death benefits under the pension plan. In addition, members who elect to participate in the DROP shall not receive Supplemental Retirement Benefits until after the DROP period.
- (c). As a condition of participating in the DROP, the member must agree to terminate City employment at the conclusion of the DROP period and to submit an irrevocable letter of resignation stating this prior to entering the DROP.
- (d). Participation in the DROP is not a guarantee of employment, and DROP participants will be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.
- (e). During a member's participation in the DROP, the member's monthly retirement benefit will be paid into the DROP account. The member's DROP account will earn interest at the same rate as the investment earnings assumption for the pension plan (currently 8.5% per year,

compounded monthly). The investment earnings assumption may be adjusted up or down during a member's participation in the DROP, which will result in a change in the prospective interest rate credit on the member's DROP account.

- (f). Within 30 days following a DROP participant's termination of City employment or death, the member's entire DROP account balance shall be distributed to the member (or in the event of the member's death, to the member's designated beneficiary or estate in accordance with paragraph 2(h) below) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member in a direct rollover. Any such direct rollover will be accomplished in accordance with section 11-50 of the pension plan.
- (g). If a DROP participant dies before his or her DROP account is distributed, the participant's designated beneficiary shall have the same rights as the participant with respect to the distribution of the DROP account. If the member has not designated a beneficiary, the DROP account balance shall be paid to the member's estate.
- (h). The pension board shall adopt any necessary rules for administering the DROP.

34.3: **Supplemental Retirement Benefit:** The City agrees to amend the pension plan, effective January 1, 2006, to provide that eligible employees who terminate employment and begin receiving normal or early retirement benefits on or after that date shall receive a supplemental monthly benefit in the initial amount of \$16.25 per year of credited service, up to a maximum of \$325.00 per month until age 65, and \$10.00 per year of credited service up to a maximum of \$200.00 per month thereafter, contingent on the annual adjustment described in Section 11-52(d) of the pension plan. Each retiree's supplemental benefit shall be in addition to the normal retirement benefit paid under the current plan, and shall be paid only if the retiree is then alive. Each retiree's supplemental benefit shall be determined on an annual basis, and the amount of the benefit

may vary from year to year or the benefit may be discontinued entirely, based on the adjustment described in Section 11-52(d) of the pension plan .

34.4: **Thirteenth and Fourteenth Check.** The 13th and 14th check benefit provided in Section 11-52(e) of the pension plan shall be eliminated effective ninety (90) days after this *Agreement* is ratified by both parties (but will continue for eligible retirees who retired after the benefit was implemented but before the benefit is eliminated).

34.5 : It is understood and agreed that implementation of Sections 34.2, 34.3, 34.7 , 34.8, 34.9, 34.10, 34.11, 34.12, 34.13, 34.14, 34.15, and 34.16 of this Article is contingent on the City and Police Pension Board reaching agreement on actuarial assumptions, cost methods and procedures to be utilized during the term of that agreement. Any changes in assumptions, cost methods and procedures during this time period will only be made in accordance with the agreement between the City and the Pension Board (Appendix B). All actuarial assumptions, cost methods and procedures shall be individually realistic and based on the actuary's best estimates of anticipated future experience under the plan.

34.6 : The parties acknowledge that there may be changes in state laws affecting the City's police pension plan during the term of this *Agreement*. Should such legislation become law while this *Agreement* is in effect (including any time periods after contract expiration but prior to a successor agreement becoming effective), regardless of the effective date of the legislation, or if the police pension board attempts to use the income from the Chapter 185 premium tax for any purpose other than funding the benefits in the existing pension plan, as amended by this Article, it is agreed that the City may reopen any provisions of this *Agreement* for negotiations. Reopener negotiations shall commence upon the City's request, and the parties agree to meet and negotiate the issues raised by the City within two (2) weeks following a request from the City for such negotiations. Reopener negotiations will be limited to the items raised by the City. If negotiations reach an impasse, the impasse will be

resolved utilizing statutory impasse resolution procedures. The City may proceed to impasse on reopener issues even if collective bargaining negotiations on other issues are ongoing.

- 34.7: The City agrees to amend the pension plan, effective January 1, 2006, to provide a two percent (2%) annual cost-of-living adjustment (COLA) for employees who terminate City employment and begin receiving normal retirement benefits on or after that date. The COLA shall commence at the end of the fifth year after initial receipt of retirement benefits, or for DROP participants, five (5) years after entry into the DROP.
- 34.8: The City agrees that it will revise the pension plan, effective January 1, 2006, for employees who retire or terminate employment on or after that date, to provide a normal retirement benefit of 3% of average final compensation for each of the first 10 years of creditable service, 4% of average final compensation per year for years 11 through 20, and 2% of average final compensation for years 21 through 25, subject in any event to a maximum benefit of 80% of average final compensation. In no event will any employee receive a benefit that is less than 2% for each year of credited service.
- 34.9: Any employee who was actively employed on October 1, 2003, and who retires or enters the DROP on or after January 1, 2006, shall receive a pension benefit calculated in accordance with the formula in effect on October 1, 2003 (i.e., the "old formula") or in accordance with the new formula contained in Section 34.8, above, whichever is greater. When determining which formula creates the greater benefit, after the benefit under the old formula is calculated, an extra two percent (2%) will be added to the total percentage derived under the old formula for employees who were vested in the pension plan as of January 1, 2006, and who retire or enter the DROP after that date; and an additional two percent (2%) will be added to the total percentage derived under the old formula for such employees who are actively employed until normal retirement at age 53 with 10 or more years of credited service.

- 34.10: The employee and city contributions in Section 11-26(a) and (b) of the pension plan will be changed as follows: The regular employee contributions in Section 11-26(a)(2), shall be increased by 1% (to 8.15%), effective the first full pay period after October 1, 2004; and by an additional 1% (to 9.15%), effective the first full pay period after October 1, 2005; and by an additional 1% (to 10.15%), effective the first full pay period after October 1, 2006. The 10% cost sharing threshold for City contributions in Section 11-26(b)(3) of the pension plan shall be increased by 1.5% (to 11.5%), effective the first full pay period after October 1, 2004; and by an additional 1.5% (to 13%), effective the first full pay period after October 1, 2005; and by an additional 5% (to 18%), effective the first full pay period after October 1, 2006.
- 34.11: The City agrees to amend the pension plan within ninety (90) days after this *Agreement* is ratified by both parties to provide an option for eligible employees to purchase up to a total of four (4) years of credited service for periods of prior employment as a full-time law enforcement officer, or periods of active service in the U.S. armed forces. To be eligible to purchase such credited service, an employee must have at least 10 years of credited service in the City pension plan prior to the purchase. Employees who opt to purchase such credited service must pay the full actuarial cost (including administrative expenses) of any such service (i.e., there shall be no cost to the plan or the City). In no event may an employee purchase credited service under the City pension plan based on prior service for which the employee has or will receive a benefit from another plan. The City also agrees to amend the pension plan to allow, to the extent provided by law and the City's 457 plan, an eligible employee to pay for the purchase of such credited service by a direct transfer of funds from the employee's account in the City's 457 plan.
- 34.12: The City agrees to amend the pension plan within ninety (90) days after this *Agreement* is ratified by both parties to revise the death benefit for members who die after completing 10 years of service but before retirement, to provide that the member's beneficiary is entitled to the

benefit that would have been payable at early or normal retirement age if the member had died on the day after commencement of benefits, commencing on the date that the member would have reached early or normal retirement age. If the member has not selected an optional form of benefit under Section 11-36, the benefit shall be payable to the member's designated beneficiary, or if there is no designated beneficiary to the member's estate, for a period of 10 years. If the member has selected an optional form of benefit under Section 11-36 of the pension plan, the benefit shall be paid to the member's joint pensioner in accordance with the optional form of benefit selected.

- 34.13: The City agrees to amend the pension plan within ninety (90) days after this *Agreement* is ratified by both parties to provide that the normal retirement benefit, early retirement benefit and disability benefit shall be payable to a member for life (or in the case of disability, until recovery or death), and if the member dies within 10 years following retirement or entry into the DROP, the same monthly benefit shall be paid to the member's designated beneficiary for the balance of the 10 year period; unless the member elects a different option pursuant to Section 11-36 of the pension plan.
- 34.14: The City agrees to amend the pension plan within ninety (90) days after the *Agreement* is ratified by both parties to remove the fifty percent (50%) of average final compensation cap on non-service incurred disability benefits.
- 34.15: The City agrees to amend the pension plan within ninety (90) days after this *Agreement* is ratified by both parties to provide a benefit for the beneficiary of an employee who dies in connection with the performance of services for the City, to provide a benefit equal to the greater of seventy-five (75%) of average final compensation or the benefit provided in accordance with Section 34.12, above, payable to the member's designated beneficiary for life, and if the member has not designated a beneficiary, the benefit shall be paid to the member's estate for ten (10) years.

- 34.16: The City agrees to amend the pension plan within ninety (90) days after the *Agreement* is ratified by both parties to provide that the first ten thousand dollars (\$10,000) of any outside salary earned by a retiree on a service incurred disability, who retires after the effective date, will not be counted toward any offset under Section 11-33(b) of the plan.
- 34.17: To be eligible for any of the pension benefits provided in this Article, the employee must be actively employed on the date this *Agreement* is ratified by both parties and on the effective date of the benefit, and must thereafter retire or enter the DROP.

ARTICLE 35

SEVERABILITY CLAUSE

35.1: Should any provisions 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 of competent jurisdiction, all other articles and sections of this *Agreement* shall remain in full force and effect for the duration of this *Agreement*. Further, the parties will meet within thirty (30) days in order to negotiate a successor provision.

ARTICLE 36

PROHIBITION AGAINST REOPENING OF NEGOTIATIONS

- 36.1: Except as specifically provided herein, neither party hereto shall be permitted to reopen or renegotiate this *Agreement* or any part of this *Agreement*. This *Agreement* contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this *Agreement*.
- 36.2: The City, however, in its sole discretion may reopen this *Agreement* for the sole purpose of negotiating additional provisions, or modifications or existing provisions, thereto where new federal, state or county legislation, regulations or ordinances have created a hardship upon the City in implementing any of the terms of this *Agreement*. In that case, the parties at the City's request, shall promptly meet to negotiate such new provisions, or revisions of existing provisions, as would alleviate the hardship upon the City.

ARTICLE 37

ON-THE-JOB-INJURY

- 37.1: On-The-Job-Injury is a wage continuation plan wherein the eligible employee will be paid the difference between Worker's Compensation payments, (which is 66.66 percent of employee's salary, subject to maximum limits), and the employee's full net pay. All payments reflecting Worker's Compensation and/or On The Job Injury will be received as part of the employee's regular paycheck.
- 37.2: All permanent or probational employees are eligible for On The Job Injury.
- 37.3: On-The-Job-Injury benefits are awarded on the recommendation of the Chief of Police and the Risk Manager and on the approval of the City Manager. These benefits will be denied if it is determined that the on- the-job-injury was caused by willful misconduct, employee's gross negligence, a criminal act, intoxication or drug use.
- 37.4: If an employee is denied the On-The-Job-Injury and wishes to appeal the decision, the employee must write a letter to the Risk Manager stating all the facts involved in the injury. The accident will be reinvestigated by the Chief of Police and the Risk Manager and the employee will be notified by mail of the findings.
- 37.5: On-The-Job-Injury will be up to a maximum of twelve months from date of injury. Employees injured by criminal action involving a physical altercation may receive an extended period of entitlement up to an additional twelve months from date of injury if approved by the City Manager upon the recommendation of the Risk Manager and the Chief of Police.
- 37.6: As a condition continued receipt of the On-The-Job-Injury, the employee shall submit, upon request by the City, to a physical or psychiatric examination by a physician selected by the City. When it is determined by a physician that an employee who is receiving On-The-Job-Injury is able

to return to either full or light duty work and the employee does not do so, all benefits under this provision shall be immediately terminated.

- 37.7: Employees suffering on-the-job-injuries will be entitled to select their own treating physician and hospital, if approved by the City's Worker's Compensation Administrator for medical care, providing all charges of the physician and hospital comply with the Worker's Compensation laws.
- 37.8: As a condition of receiving the benefits, the City may require, (but is under no obligation to provide) the employee to perform light duty work as deemed appropriate by the Chief of Police.
- 37.9: Annual and sick leave shall accrue during all periods for which an employee is granted On-The-Job-Injury. No charge shall be made to an employee's annual or sick leave while he or she is receiving this supplement nor shall he or she be limited by maximum accumulation for annual leave.
- 37.10: Employees denied or ineligible for On-The-Job-Injury shall not accrue annual or sick leave during such period of absence, unless they remain in pay status by using previously accumulated leave. Such an employee may use sick leave or annual leave to supplement Worker's Compensation benefits to a total amount equal to, but not exceeding, regular gross pay. The number of hours of sick leave or other leave shall be determined by subtracting the Worker's Compensation payments from the regular weekly gross pay, and dividing the resulting figure by the employee's hourly rate. An employee receiving disability leave remains in pay status for personnel purposes. An individual who receives only Worker's Compensation benefits is in non-pay status.

ARTICLE 38

LEAVE WITHOUT PAY

- 38.1: An employee may be granted a leave of absence without pay for a period of not more than one (1) year for attending an accredited education institution (when such leave and education is related to the employee's employment), sickness, mental or physical disability or other good and sufficient reasons which are considered to be in the best interest of the City. Such leave shall require the approval of the Personnel Director. No more than two (2) employees shall be on such leave at any time.
- 38.2: Unpaid leave or a leave of absence without pay may be granted only after an employee has exhausted his or her Floating Holiday and annual leave accruals. In addition, in cases of sickness, mental or physical disability, the employee must exhaust his or her sick leave accruals.
- 38.3: Any time without pay for one pay period (two-weeks) or less is considered unpaid leave and does not need the approval of the Personnel Director.
- 38.4: Employees are eligible for a leave of absence without pay if they have worked for the City for at least one (1) year.
- 38.5: No employee who is granted a leave of absence (with or without pay) may engage in any career transition during said leave without the express permission of the City Manager (or designee). Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of said unpaid leave.
- 38.6: Any unpaid leave of absence of thirty (30) consecutive calendar days or more will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.
- 38.7: An employee covered by this *Agreement* who is promoted to Police Captain, Police Major or Chief of Police, may take a leave of absence to enter the exempt service. A leave of absence to enter the exempt service, if requested by the employee and approved by the City Manager, shall be

of indefinite length. If the exempt position is eliminated or the employee's performance is not satisfactory in the exempt position, then the employee can return to the bargaining unit in accordance with Article 31 (Layoff and Recall) of this *Agreement*.

ARTICLE 39

DRUG FREE AND ALCOHOL FREE WORKPLACE POLICY

- 39.1: The City and the PBA recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.
- 39.2: Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol or controlled substances which are specified within this Article and/or for which there are state and/or federal standards. "Drugs or controlled substances" as used in this Article shall be defined as illegal substances, controlled substances, substances which may legally be prescribed but which were not prescribed for the particular employee and/or prescribed drugs used by the particular employee in non-conformance with the prescription. Employees are further prohibited from consuming alcohol on duty and/or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.
- 39.3: The City has the right to randomly drug/alcohol test up to fifty percent (50%) of all bargaining unit employees each calendar year. Additionally, all employees who are assigned/transferred in and out of the VIN unit will be required to submit to drug/alcohol testing. In addition to random testing, the City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or controlled substances.
- 39.4: Testing for drugs or controlled substances shall be done through a blood and/or urine analysis at the City's discretion. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it

is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substance through blood samples provides substantially greater accuracy. Urine sample shall be collected under supervision of the medical laboratory personnel in the following manner:

1. Urine sample collection will be unwitnessed unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.
2. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
3. Employees may observe the labeling, sealing and packaging for routing of their urine samples by laboratory personnel.
4. A record of the "chain of custody" or urine specimens shall be maintained.

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

All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry ("GC/MS"). Employees shall be required to document their legal drug and/or substance use, as defined above, within twenty-four (24) hours after the specimen is donated. Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the employee; the PBA [if applicable]; in any proceedings held regarding any disciplinary action on account of a positive drug test result; and to any governmental agency).

The standards to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS

DRUG/METABOLITE TEST	SCREENING	CONFIRMATION
<i>Amphetamines</i>	1000 ng/ml	500 ng/ml
<i>Barbiturates</i>	300 ng/ml	150 ng/ml
<i>Benzodiazepines</i>	300 ng/ml	150 ng/ml
<i>Cocaine</i>	300 ng/ml	150 ng/ml
<i>Marijuana</i>	100 ng/ml	15 ng/ml
<i>Methaoualone</i>	300 ng/ml	300 ng/ml
<i>Opiates</i>	300 ng/ml	300 ng/ml
<i>Phencyclidine</i>	25 ng/ml	25 ng/ml
<i>Phopoxyphene</i>	300 ng/ml	150 ng/ml

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances may be tested for by the City in its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards.

39.6: Each employee shall have the right to challenge the City's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

39.7: The City, in its discretion, may discipline an employee for alcohol use/abuse and/or the City may choose to rehabilitate the employee. It is recognized that the City must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for alcohol on a case-by-case basis. Prohibited drug use/abuse will be dealt with by immediate termination. If the PBA believes the City has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the PBA may grieve the City's decision. In the event the City chooses to rehabilitate an employee, the City may place the employee on administrative leave without pay during the period of

rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. Also, in the event the City elects to rehabilitate an employee, the City is only obligated to offer rehabilitation to an employee one time and future "relapses" may be dealt with by immediate termination.

39.8: It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures and the PBA may challenge said change through the grievance procedure if it believes the City acted arbitrarily and capriciously.

39.9: An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.

39.10: The parties acknowledge that the City has a Drug Free/Alcohol Free Workplace Policy. That policy applies City-wide. In the event of a conflict between that policy and this *Agreement*, the terms of the *Agreement* will prevail.

ARTICLE 40

PROMOTIONS TO THE RANK OF POLICE

LIEUTENANT

40.1: The City agrees that, when it gives a promotional examination for the Police Lieutenant position, it will post a notice at least sixty (60) days in advance of the examination advising interested employees of:

- (1) the date the examination is to be given;
- (2) the type of examination (written, oral, other);
- (3) the location of the test; and
- (4) The scoring formula used for each type of examination (i.e. weight assigned to various portions of the test).

The City will provide ninety (90) calendar days advance notice of the sources of information (i.e. study materials) for the examination.

40.2: In order to take a promotional examination for Police Lieutenant, an employee must have twenty four (24) months employment with the City as a certified Police Sergeant as of the date of promotional examination, and a minimum of sixty (60) semester or ninety (90) quarter hours or an Associate Degree from and accredited institution.

40.3: The City will maintain an existing promotional eligibility list for promotions to the rank of Police Lieutenant. The list will be valid for up to twenty-four (24) months unless it is exhausted/expired sooner as determined by the Chief of Police. Any such list will be deemed exhausted/expired sooner than the stated period if it falls below five (5) names. In that event, the City will immediately take steps to give a promotional examination and establish a new eligibility list.

40.4: Whenever a budgeted Police Lieutenant position becomes vacant and the position remains in the budget, the City will fill said position within sixty (60) days provided there is an existing eligibility list large enough to accommodate the number of vacancies. If not, the City will immediately takes steps to give a promotional examination and will make said

promotion (s) within sixty (60) days from the establishment of the new eligibility list.

40.5: The Chief of Police shall make a promotion from an eligibility list established under this Article. In deciding which eligible employee to promote, the Chief of Police, in his or her sole and exclusive discretion, will select any one of the top five (5) scores on the eligibility list (i.e., if candidates obtain tie scores, those candidates will share the same rank and, as a result, more than five (5) candidates may be included among the top five (5) ranked positions on the eligibility list of candidates).

40.6: The Chief of Police alone determines the nature of the promotional examination to be administered (i.e., written, oral, other). The promotional examination shall consist of the skills, knowledge and abilities necessary for the Police Lieutenant's position, as determined by the Chief of Police.

ARTICLE 41

AMERICANS WITH DISABILITIES ACT (ADA)

- 41.1: The City and the PBA agree that they are both covered under the ADA and that they will comply with the provisions of the ADA.
- 41.2: Whenever a bargaining unit member advises the City or the PBA that action needs to be taken by either party to comply with the obligations arising under the ADA, the party so informed will -- if and to the extent permitted by law -- have the affected employee make the necessary disclosures to the other party. Then, the City, the PBA and the affected employee will meet in order to attempt to resolve the employee's claims.

ARTICLE 42

NO STRIKE

- 42.1: The PBA agrees to accept and abide by all the terms and conditions of this *Agreement*. During the term of this *Agreement*, the PBA further agrees it will not call, countenance, or encourage any strike as defined below and will not interfere with the efficient management of the City and its individual departments. In the event of any breach of this Article, the PBA agrees that the City will have all statutory rights of recourse as provided in Chapter 447, Florida Statutes. The PBA acknowledges that any employee who violates this Article and/or who engages in a strike (as defined herein or as determined by PERC or a court) shall be subject to discharge.
- 42.2: Strike, as used in this *Agreement*, shall mean the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations (from any unit, assignment or from employment); the concerted abstinence in whole or in part by a group of employees from the full and faithful performance of the duties of employment with a public employer (City) for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the service of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.
- 42.3: Members of the PBA shall not engage in any walkout, strike, sit-down, slow-down, or other interference with or interruption of work during the term of this *Agreement*. If any member or group of members of the PBA should violate this section, the PBA, through its proper officers, will promptly notify the City's Personnel Director, and such member or

members of the PBA, in writing, of its disapproval and will take immediate steps to effect a resumption of work.

42.4: The City recognizes the right of the PBA to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The PBA agrees that there will be no interference with the free and unrestricted right of any City employee to enter and leave City property.

ARTICLE 43

EMPLOYEE ASSISTANCE PLAN (EAP)

- 43.1: The City agrees to provide an Employee Assistance Plan (EAP) available for use by bargaining unit employees. The City will attempt to utilize the services of a mental health worker familiar with police-related matters (provided that the mental health worker is not affiliated with a labor organization).

ARTICLE 44

DURATION OF AGREEMENT

44.1: Unless otherwise specifically provided herein, this *Agreement* shall become effective upon the date of its ratification by both parties and shall continue in effect until September 30, 2006. No bargaining unit member who left the City's employ prior to the date of ratification of this *Agreement* by both parties will be eligible for any wages or benefits under this *Agreement*. This *Agreement* shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

44.2 Any prior Letters of Understanding which are not attached to this *Agreement* are null and void.

IN WITNESS WHEREOF, the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, and the CITY OF SUNRISE, FLORIDA, have caused the *Agreement* to be executed by the duly authorized respective officers and agents, all as of _____.

BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION

CITY OF SUNRISE

By: _____
Chief Negotiator

By: _____
Mayor Steven B. Feren

Date: _____

Date: _____

By: _____
Felicia M. Bravo, City Clerk

Date: _____

Approved as to form:
Kimberly Register, City Attorney

Approved as to form:
Paul T. Ryder, Jr., Labor Attorney

APPENDIX A

TUITION REFUND PROGRAM

In order to assist employees who wish to attain additional training or education, the City of Sunrise has a Tuition Refund Program which reimburses employees a percentage of tuition costs at an accredited institution. In order to be eligible for the Tuition Refund Program an employee must be a full-time career status employee with at least one (1) year of employment prior to the starting date of the class. The employee must submit a tuition refund application prior to the initiation of the class and no later than three (3) weeks after the first class meeting. Applications should be submitted to the Personnel Department.

The Applications are reviewed by a Tuition Refund Committee to determine whether the course-work is eligible. Under the guidelines of the Tuition Refund Program, employees may take two (2) English courses, two (2) Humanities, two (2) Social Science, and one (1) Math, as part of a General Educational Program. Additional course-work will be evaluated in terms of the specific course and individuals specific job assignments. Applicants for tuition refund should explain the connection between the course work and their job assignments. In order to assist employees to attain degrees, the Tuition Refund Committee will review specific degree goals and determine whether the degree is in a police related field acceptable by the Police Standards Commission. If the degree program is approved, and specified required course in the degree program will be eligible for tuition reimbursement. This permits employees to plan their educational program.

Employees should be encouraged to apply as far in advance as possible for course-work so that they can be informed of their eligibility. If an employee feels that the Tuition Refund Committee has made an error in their determination, he or she may ask the committee to reconsider it's decision by supplying additional information as to the direct applicability of the classes to their current position. The Committee will then reconsider the original application with the further information.

When an employee completes the approved course-work, it is their responsibility to submit copies of the grades and the tuition receipt to the Personnel Department. The reimbursement procedure will consist of the following: 100% reimbursement when a grade of "A" or "B" is earned, and 50% reimbursement when a grade of "C" is earned. If the institution only gives credit or no credit, a credit or no credit grade will be accepted as satisfactory completion and equal to a grade of "A". It takes approximately three (3) weeks from the Personnel Department receipt of the grades and tuition vouchers before a separate check is prepared and given to the employee by the Finance Department. Employees receiving aid or who have a scholarship as well as employees qualifying for benefits under the G.I. Bill or other State or Federal Programs are eligible for municipal reimbursement, only the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is twelve (12) semester hours or fifteen (15) quarter hours.

PROGRAM RULES

TUITION REFUND PROGRAM

To improve service to the public by promoting a program encouraging City employees to obtain additional training, which may improve their effectiveness, improve their performance in their current position, and prepare them for increased responsibility.

BENEFITS:

Employees whose applications are approved will be entitled to a refund of tuition upon successful completion of each approved course. The reimbursement will be 100% when a grade of "A" or "B" is earned and 50% for a "grade of C". If the institute only gives credit or no credit, a credit or no credit grade will be accepted as satisfactory completion and equal to a grade of "A".

ELIGIBILITY:

All full-time career employees of the City service who by the starting date of class have completed one (1) year of service and have received a "Satisfactory" or better, Employee Performance Evaluation prior to the beginning of the course work are eligible to apply. Guidelines for establishing eligible course-work are as follows:

- a) All basic core courses as required by the college will be approved for all eligible employees.
- b) Life experience credit will not be approved for tuition refund.
- c) Degree programs which relate directly to the employee's current position will be approved. Once degree approval is granted, all courses specifically required will be approved.
- d) For those employees who have been approved for a degree program, all general educational courses specifically required by the school will be approved.

- e) All other course-work will be considered on a course by course determination.

Employees receiving financial aid or a scholarship, as well as employees qualifying for benefits under the G.I. Bill or other State or Federal Programs are eligible for reimbursement under this program. The maximum amount of credit hours eligible for payment in a semester is twelve (12) semester hours or fifteen (15) quarter hours.

The rater's overall evaluation on the Employee Performance Evaluation conducted immediately preceding the beginning of classes must be "Satisfactory" or better for the employee to be eligible for tuition refund UNLESS the course work for an employee receiving a less than "Satisfactory" evaluation relates to the area of weak performance.

The tuition refund program covers tuition, books and laboratory fees only. It does not cover registration, taxes, gas, food or other costs. Prior to purchasing any required books the employee will check with the City in order to determine if the book (s) are available on loan. Books for which reimbursement has been paid by the City shall become City property.

Employees also should be reminded that after having received tuition refund, that they are under a one (1) year obligation (as described below) and that the amount of the tuition refunded will be deducted from the employee's final paycheck. In addition, the City will only pay an amount equivalent to the tuition charged by a State community college, college or university.

CITY SERVICE OBLIGATION:

An employee will be expected to remain with the City of Sunrise for at least one (1) year following completion of courses for which he/she has received a refund. If the employee resigns, retires, or is dismissed within the one (1) year period, he/she shall reimburse the City for tuition refund benefits applicable to courses completed during this period. Reimbursement shall be payroll deducted from the employee's final paycheck.