MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARGATE AND BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

This Memorandum of Understanding is entered into this ______ day of ______, 2025 by and between the City of Margate (the "City") and the Broward County Police Benevolent Association (the "Union"). The City and the Union are collectively referred to as the "Parties."

WHEREAS, the Union serves as the exclusive bargaining agent for police officers and sergeants employees as defined in Florida Public Employees Relations Commission Certification number 2009; and

WHEREAS, the terms and conditions of employment for the employees defined in Certification number 2009 are governed by a Collective Bargaining Agreement covering the period October 1, 2024 through September 30, 2027 (the "CBA" or "Agreement"); and

WHEREAS, Article 11, "Seniority", of the CBA contains the Parties' agreement with respect to shift preference procedures; and

WHEREAS, Article 34, "Vacation Leave", of the CBA contains the Parties' agreement with respect to payout of vacation time upon separation; and

WHEREAS, Article 36, "Wages", of the CBA contains the Parties' agreement with respect to annual base rate of pay; and

WHEREAS, the Parties desire to change the pay plan, frequency of the submission of shift preference, and eligibility for vacation leave payout upon separation.

NOW, THEREFORE, the Parties agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. Article 11, "Seniority" of the Agreement is amended as follows¹:

 Section 4: Members assigned to the Patrol Division will be given the opportunity to indicate their preference of shift hours, established by the department, presently early or late Alpha or early or late Bravo. On or about October 1st and April 1st, members will submit a shift preference form to the scheduling committee which will indicate the member's desired shift hours in priority order, subject to the Chief's approval. Shift hours will be based upon the operational needs of the department, a member's preference, and seniority as a sworn law enforcement officer of the City. Should a member's shift hours not be honored, for any reason other than seniority considerations, department management will discuss the reason(s) with the member's that his/her seniority was not honored prior to the involuntary assignments. The decision

¹ Additions to existing text are shown by <u>underline</u>; deletions are shown by strikethrough.

of the chief or his designee shall be final. Unless otherwise agreed, involuntary assignments will be a maximum duration of six (6) months.

3. Article 34, "Vacation Leave" of the Agreement is amended as follows²:

Section 12: A member <u>hired prior to ratification of this Agreement</u> who resigns or retires and said resignation or retirement is not the result of a disability <u>or disqualification as a law enforcement officer as enumerated in 943.13(4), Florida Statutes</u>, shall receive the cash value for vacation time accumulated pursuant to Section 2 and Section 3 of this article in the following manner <u>below.</u>:-A member <u>hired after ratification of this Agreement who resigns or retires and said resignation or retirement is not the result of a disability or involuntary disciplinary termination, shall receive the cash value for vacation time accumulated pursuant to Section 2 and Section 3 of this Article in the following manner below.</u>

Number of accumulated hours, up to a maximum of 660 hours or 300 hours based on date of hire, multiplied by the member's base hourly rate of pay on the effective date of the member's resignation/retirement, subject to the provisions of Section 13 below.

4. Article 36, "Wages" of the Agreement is amended as follows³:

Section 1.A: The duration of the pay plan shall be based on one hundred twenty (120) months (10 years) from the date of hire of the member for all members that were hired prior to October 1, 2018. To determine their fiscal year 2026 step, bargaining unit members will first be slotted into the next highest salary of the Fiscal Year 2025 Pay Study (the "Pay Study") from their current rate of pay, regardless of actual step placement from date of hire. Members' fiscal year 2026 step shall be the next sequential step from their placement in the Pay Study. For fiscal year 2027, members will be placed in the next sequential step from their fiscal year 2026 placement. The Pay Study is attached hereto as Exhibit A.

Section 1.B: All employees hired October 1, 2018 or after, the duration of the pay plan shall be 12 years from the date of hire of the member. Effective October 1, 2024, all employees hired October 1, 2018 and after shall be slotted into the new 12 step pay plan according to their years of service. To determine their fiscal year 2026 step, bargaining unit members will first be slotted into the next highest salary of the Pay Study from their current rate of pay, regardless of actual step placement from date of hire. Members' fiscal year 2026 step shall be the next sequential step from their placement in the Pay Study. For fiscal year 2027, members will be placed in the next sequential step from their fiscal year 2026 placement.

² Additions to existing text are shown by <u>underline</u>; deletions are shown by strikethrough.

Additions to existing text are shown by <u>underline</u>; deletions are shown by <u>strikethrough</u>.

- 5. The Parties agree that the Pay Plans attached hereto as **Exhibit B** shall replace the Pay Plans contained in the collective bargaining agreement.
- 6. The Parties have had the opportunity to consult with legal counsel of their choosing prior to executing this MOU.
- 7. The Parties recognize that this MOU only modifies Articles 11.4, 34.12, and 36.1 and corresponding Pay Plans, of the Agreement and does not modify any other Article or subsection therein contained in the Agreement.
- 8. This MOU shall become effective upon ratification by the bargaining unit and thereafter by the City Commission. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.
- 9. The Parties agree that this MOU represents the Parties' entire agreement with regards to this subject matter, and that it cannot be amended or modified without the expressed written consent of the Parties.

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

CITY OF MARGATE

By:	By:
Rodney Skirvin, PBA President	Cale Curtis, City Manager
Date Executed:	
	ATTEST:
	City Clerk
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
	David N. Tolces, City Attorney

EXHIBIT A PAY STUDY 2025

10 Year Step Plan Pay Study – Employees Hired Prior To October 1, 2018

1	\$68,018	61	\$84,688
2	\$68,267	62	\$84,998
3	\$68,517	63	\$85,309
4	\$68,768	64	\$85,621
5	\$69,019	65	\$85,934
6	\$69,272	66	\$86,249
7	\$69,525	67	\$86,565
8	\$69,780	68	\$86,882
9	\$70,035	69	\$87,199
10	\$70,292	70	\$87,519
11	\$70,549	71	\$87,839
12	\$70,807	72	\$88,160
13	\$71,066	73	\$88,483
14	\$71,326	74	\$88,807
15	\$71,587	75	\$89,132
16	\$71,849	76	\$89,458
17	\$72,112	77	\$89,786
18	\$72,376	78	\$90,114
19	\$72,641	79	\$90,444
20	\$72,907	80	\$90,775
21	\$73,174	81	\$91,107
22	\$73,442	82	\$91,441
23	\$73,711	83	\$91,775

24	\$73,980	84	\$92,111
25	\$74,251	85	\$92,448
26	\$74,523	86	\$92,787
27	\$74,796	87	\$93,126
28	\$75,069	88	\$93,467
29	\$75,344	89	\$93,809
30	\$75,620	90	\$94,153
31	\$75,897	91	\$94,497
32	\$76,174	92	\$94,843
33	\$76,453	93	\$95,190
34	\$76,733	94	\$95,539
35	\$77,014	95	\$95,888
36	\$77,296	96	\$96,239
37	\$77,579	97	\$96,592
38	\$77,863	98	\$96,945
39	\$78,148	99	\$97,300
40	\$78,434	100	\$97,656
41	\$78,721	101	\$98,013
42	\$79,009	102	\$98,372
43	\$79,298	103	\$98,732
44	\$79,588	104	\$99,094
45	\$79,879	105	\$99,456
46	\$80,172	106	\$99,820
47	\$80,465	107	\$100,186
48	\$80,760	108	\$100,552

```
49 $81,055 109
                $100,920
50 $81,352 110
                $101,290
51 $81,650 111
                $101,660
52 $81,949 112
                $102,032
53 $82,249 113 $102,406
54 $82,550 114
                $102,781
55 $82,852 115 $103,157
56 $83,155
           116 $103,534
57 $83,459 117 $103,913
58 $83,765
           118 $104,294
59 $84,071 119 $104,675
60 $84,379 120 $105,043
```

Sergeant \$123,950

<u>12 Year Step Plan Pay Study – Employees Hired After October 1, 2018</u>

0	\$67,770
1	\$70,291
2	\$72,906
3	\$75,618
4	\$78,431
5	\$81,349
6	\$84,375
7	\$87,513
8	\$90,769
9	\$94,146
10	\$97,648
11	\$101,280
12	\$105,043

Sergeant \$123,950

EXHIBIT B FISCAL YEAR 2026 PAY PLAN

<u> 10 Year Step Plan – Employee Hired Prior To October 1, 2018</u>

1	\$70,739	61	\$88,075
2	\$70,998	62	\$88,398
3	\$71,258	63	\$88,721
4	\$71,518	64	\$89,046
5	\$71,780	65	\$89,372
6	\$72,043	66	\$89,699
7	\$72,306	67	\$90,027
8	\$72,571	68	\$90,357
9	\$72,837	69	\$90,687
10	\$73,103	70	\$91,019
11	\$73,371	71	\$91,353
12	\$73,639	72	\$91,687
13	\$73,909	73	\$92,022
14	\$74,179	74	\$92,359
15	\$74,451	75	\$92,697
16	\$74,723	76	\$93,037
17	\$74,997	77	\$93,377
18	\$75,271	78	\$93,719
19	\$75,547	79	\$94,062
20	\$75,823	80	\$94,406
21	\$76,101	81	\$94,752
22	\$76,379	82	\$95,098
23	\$76,659	83	\$95,446

24	\$76,940	84	\$95,796
25	\$77,221	85	\$96,146
26	\$77,504	86	\$96,498
27	\$77,787	87	\$96,852
28	\$78,072	88	\$97,206
29	\$78,358	89	\$97,562
30	\$78,645	90	\$97,919
31	\$78,933	91	\$98,277
32	\$79,221	92	\$98,637
33	\$79,511	93	\$98,998
34	\$79,802	94	\$99,360
35	\$80,094	95	\$99,724
36	\$80,388	96	\$100,089
37	\$80,682	97	\$100,455
38	\$80,977	98	\$100,823
39	\$81,273	99	\$101,192
40	\$81,571	100	\$101,562
41	\$81,869	101	\$101,934
42	\$82,169	102	\$102,307
43	\$82,470	103	\$102,682
44	\$82,772	104	\$103,057
45	\$83,075	105	\$103,435
46	\$83,379	106	\$103,813
47	\$83,684	107	\$104,193
48	\$83,990	108	\$104,574

49	\$84,298	109	\$104,957
50	\$84,606	110	\$105,341
51	\$84,916	111	\$105,727
52	\$85,227	112	\$106,114
53	\$85,538	113	\$106,502
54	\$85,852	114	\$106,892
55	\$86,166	115	\$107,283
56	\$86,481	116	\$107,676
57	\$86,798	117	\$108,070
58	\$87,115	118	\$108,465
59	\$87,434	119	\$108,862
60	\$87,754	120	\$109,245

Sergeant \$128,908

12 Year Step Plan – Employees Hired After October 1, 2018

- 0 \$ 70,481
- 1 \$ 73,103
- 2 \$ 75,822
- 3 \$ 78,643
- 4 \$ 81,568
- 5 \$ 84,603
- 6 \$ 87,750
- 7 \$ 91,014
- 8 \$ 94,400
- 9 \$ 97,911
- 10 \$ 101,554
- 11 \$ 105,332
- 12 \$ 109,245

Sergeant \$128,908

FISCAL YEAR 2027 PAY PLAN

<u>10 Year Step Plan – Employees Hired Prior To October 1, 2018</u>

1	\$73,568	61	\$91,598
2	\$73,838	62	\$91,934
3	\$74,108	63	\$92,270
4	\$74,379	64	\$92,608
5	\$74,651	65	\$92,947
6	\$74,925	66	\$93,287
7	\$75,199	67	\$93,628
8	\$75,474	68	\$93,971
9	\$75,750	69	\$94,315
10	\$76,027	70	\$94,660
11	\$76,306	71	\$95,007
12	\$76,585	72	\$95,354
13	\$76,865	73	\$95,703
14	\$77,147	74	\$96,054
15	\$77,429	75	\$96,405
16	\$77,712	76	\$96,758
17	\$77,997	77	\$97,112
18	\$78,282	78	\$97,468
19	\$78,569	79	\$97,824
20	\$78,856	80	\$98,182
21	\$79,145	81	\$98,542
22	\$79,435	82	\$98,902
23	\$79,725	83	\$99,264
24	\$80,017	84	\$99,628

25	\$80,310	85	\$99,992
26	\$80,604	86	\$100,358
27	\$80,899	87	\$100,726
28	\$81,195	88	\$101,094
29	\$81,492	89	\$101,464
30	\$81,790	90	\$101,836
31	\$82,090	91	\$102,208
32	\$82,390	92	\$102,582
33	\$82,692	93	\$102,958
34	\$82,994	94	\$103,335
35	\$83,298	95	\$103,713
36	\$83,603	96	\$104,092
37	\$83,909	97	\$104,473
38	\$84,216	98	\$104,856
39	\$84,524	99	\$105,240
40	\$84,834	100	\$105,625
41	\$85,144	101	\$106,011
42	\$85,456	102	\$106,399
43	\$85,769	103	\$106,789
44	\$86,083	104	\$107,180
45	\$86,398	105	\$107,572
46	\$86,714	106	\$107,966
47	\$87,031	107	\$108,361
48	\$87,350	108	\$108,757
49	\$87,669	109	\$109,155

50 \$87,990 110 \$109,555 51 \$88,312 111 \$109,956 52 \$88,636 112 \$110,358 53 \$88,960 113 \$110,762 54 \$89,286 114 \$111,168 55 \$89,612 115 \$111,575 \$89,940 56 116 \$111,983 57 \$90,270 117 \$112,393 58 \$90,600 118 \$112,804 59 \$90,932 119 \$113,217 \$91,264 120 \$113,615 60

Sergeant \$134, 064

12 Year Step Plan - Employees Hired After October 1, 2018

- 0 \$ 73,300
- 1 \$ 76,027
- 2 \$ 78,855
- 3 \$ 81,788
- 4 \$ 84,831
- 5 \$ 87,987
- 6 \$ 91,260
- 7 \$ 94,655
- 8 \$ 98,176
- 9 \$ 101,828
- 10 \$ 105,616
- 11 \$ 109,545
- 12 \$ 113,615

Sergeant \$134,064