

**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 follows:

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 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 follows:

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

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 follows:

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.

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**

By: 
Rodney Skirvin, PBA President

CITY OF MARGATE

By: _____
Cale Curtis, City Manager

Date Executed: 8.21.25

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY: