

**COLLECTIVE BARGAINING AGREEMENT**  
**FOR THE PERIOD**  
**OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018**

**BETWEEN**  
**THE CITY OF MARGATE, FL**  
**AND**  
**THE FRATERNAL ORDER OF POLICE, FLORIDA STATE LODGE**  
**(POLICE OFFICERS AND SERGEANTS)**

**APPROVED BY RESOLUTION:**  
**DATED:**

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**ARTICLE I**

**PREAMBLE**

This agreement is entered into by the City of Margate, Florida, hereinafter referred to as the "City"; and the Fraternal Order of Police Florida State Lodge, hereinafter referred to as the "FOP", for the purpose of promoting harmonious relations between the City and the FOP to establish an orderly and peaceful procedure to settle differences which might arise pertaining to this contract and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

## ARTICLE 2

### RECOGNITION

Section 1: The City of Margate, hereinafter referred to as "City" recognizes the Florida State Lodge, Fraternal Order of Police, Inc., as exclusive bargaining agent for the purpose of presenting proposals relative to salaries, health, safety and other conditions of employment for the employees of the City of Margate as hereinafter described.

Section 2: The certification by the Florida Public Employees Relations Commission, Certification No. 1208 and as a result thereof, the City of Margate recognizes the Union (F.O.P.) as the exclusive collective bargaining representative of all sworn employees in the classifications of patrolman and sergeant as stated below.

**INCLUDED:** All full-time sworn employees in the classification of patrolman and sergeant.

**EXCLUDED:** All other employees of the City of Margate.

Section 3: For the purpose of this Agreement, the "officer", "bargaining unit employee", "member", and "employees" shall be synonymous.

### ARTICLE 3

#### DUES CHECKOFF

Section 1: Members covered by this Agreement may authorize payroll deductions for the purpose of paying FOP dues. No authorization shall be allowed for payment of initiation fees, assessments or fines.

Section 2: The FOP will initially notify the City as to the amount of dues. Such notification will be on a designated form (Appendix A) signed by the member certified to the City in writing signed by an authorized officer of the FOP. Changes in FOP membership dues will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

Section 3: Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Fraternal Order of Police State Lodge, 242 Office Plaza, Tallahassee, Florida 32302, or the FOP'S designee within thirty (30) days. The FOP will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of payroll deduction of FOP dues.

Section 4: The payroll deduction shall be revocable by the member notifying the City in writing on a prescribed form.

Section 5: For the purpose of putting this Article into effect, the following form shall be used by the FOP to notify the City to commence or revoke dues checkoff.

**AUTHORIZATION FOR PAYROLL DEDUCTION**

\_\_\_\_\_, hereby authorize my employer, the City of Margate, to withhold from my regular pay check the amount of my dues to the Fraternal Order of Police and transmit it to the person designated by the Fraternal Order of Police to receive it. I understand that I may terminate this authorization by notifying the City of Margate and the Fraternal Order of Police, in writing, thirty (30) days in advance. Furthermore, this authorization shall only be in effect so long as the Fraternal Order of Police is the Bargaining Agent and I am a member of the Bargaining Unit.

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

I authorize payroll deduction to be made to the Fraternal Order of Police Labor Council or its' designee. Those deductions are to be taken out on a bi-weekly basis and payment will be made to the F.O.P. monthly. The deduction will be in the amount of \$ bi-weekly.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ARTICLE 4**

### **FOP BUSINESS**

Section 1: One FOP official shall be granted time off with pay and no loss of benefits to attend local or state meetings, or other official FOP functions. This time off shall not exceed fifty-six (56) hours per year and may be used in increments of less than four (4) hours, and shall be used in increments not less than one (1) hour. After the fifty-six hours are expended, one FOP official may be granted necessary time off by use of vacation, compensatory time, or unpaid leave subject to approval of the Chief. For the purpose of this section, FOP official shall mean: Department Representative or Alternate, or County Representative. Additional time may be granted with approval of the Chief.

Section 2: The individually affected official shall be required to give three (3) days notice to the Chief of Police prior to local meetings and ten (10) days notice prior to out of town meetings. Out of town means more than one hundred (100) miles from Margate.

Section 3: The above sections will apply if a police officer is on duty and will not apply if the required attendance at the local or state convention falls on the police officer's days off. Time off provided in the Article for FOP officials shall not exceed a total of fifty-six (56) paid hours for any fiscal year, unless agreed to by the Chief in Section 1, above.

Section 4: The Department retains the right to restrict or deny time off for FOP business if in the sole discretion of the Chief of Police it will adversely affect the operation of the department.

Section 5: Time off to those on duty will be granted at no loss in pay or entitlements to any bargaining unit member who is acting in an official capacity as a member of the bargaining team during the course of said negotiations. Any four (4) members of the bargaining unit selected by the FOP to serve on this bargaining team will receive this time off under the above mentioned conditions. Members of the bargaining team attending bargaining sessions while off duty will not be paid by the City. Time off may be denied if it adversely affects the Department's operation.

Section 6: It is the intent of the parties that any time-off from work for the purpose of union business as defined in this article, shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.



## ARTICLE 5

### FOP REPRESENTATION

Section 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 FOP shall consist of not more than four (4) representatives. The FOP will furnish the City with a written list of FOP's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

Section 2: In addition to the FOP representative, the City agrees to recognize Staff Representatives. (Representatives from the FOP Florida State Lodge.)

Section 3: The names and shift assignments of all FOP representatives and FOP agents shall be given in writing to the City Manager 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 FOP.

Section 4: FOP representatives shall be allowed to communicate official FOP business to members prior to on-duty roll call and following off-duty roll call.

Section 5: FOP representatives and agents may be permitted to discuss FOP business with members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties and service to the community. FOP representatives may

discuss FOP business with other members or their representatives so long as this conduct does not interfere with the FOP representatives normal work duties.

Section 6: One copy of special orders, general orders or training bulletins affecting a majority of FOP unit members shall be made available to the FOP at no charge.

Section 7: Special conferences on important matters will be arranged between the officers of the FOP and the administrative head of the Department of Police or his designated representative upon the request of either party. Special conferences will be called by department management to notify the officers of the FOP of anticipated major changes in working conditions. This special conference is for purposes of notice only and is not to seek the approval of departmental policy but is for the purposes of input by FOP only and said input shall not be binding on the City. Said input shall, however, be considered by the City in implementation of policy. The officers of the FOP shall be informed of the matters to be taken up in the special conferences and the FOP representatives shall be limited to no more than two at any one conference.

For purposes of these conferences, officers in attendance during on duty hours shall be paid at their regular rates of pay. Officers in attendance on off duty hours shall not be paid.

Section 8: Solicitation of any and all kinds by the FOP, including solicitation of membership and the collection of FOP monies, shall not be engaged in during working hours.

Section 9: The FOP shall furnish the Chief of Police with a list of FOP representatives who the Chief may contact for any necessary communications with the Union.

Section 10: It is the intent of the parties that any time-off from work for the purpose of FOP representation as defined in this article, shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

## **ARTICLE 6**

### **INDIVIDUAL RIGHTS**

Nothing contained in this collective bargaining agreement shall foreclose any member covered by this agreement from pursuing any right or remedy available under this agreement without representation of the member organization; further, nothing contained in this agreement shall foreclose any member from discussing a problem directly with his immediate supervisors or other departmental official, provided the chain of command is followed, without the intervention of the member organization; provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

## **ARTICLE 7**

### **NON-DISCRIMINATION**

Section 1: The City will not discriminate against any member covered by this agreement because of membership in or legitimate activity as required in this agreement, on behalf of the members of the FOP.

Section 2: The FOP will not discriminate with regard to representation of its members or with regard to terms and conditions of membership because of race, color, creed, sex, age disability, sexual preference or national origin, as provided by law.

## **ARTICLE 8**

### **ORDERS**

Section 1: Whenever new departmental orders are formulated, each member of the department will be provided an electronic transmitted digital copy within thirty (30) days. New employees shall receive an electronic transmitted digital copy of all orders.

Section 2: The City will provide an electronic transmitted digital copy of the contract to the FOP.

Section 3: Contract shall be posted on the local area network (LAN).

Section 4: Whenever any changes proposed above which affect hours of work or conditions of employment, the FOP and the FOP members affected, excluding detectives and members of tactical squads and criminal investigation units, will receive ten (10) days notice prior to the change becoming effective. This Article and Section is applicable only to members of the FOP bargaining unit.

## **ARTICLE 9**

### **SAFETY**

Section 1: The City shall continue to maintain its vehicle fleet maintenance program.

Section 2: To protect the officers while they are away from their patrol cars on regular duty, the City will provide each officer with a two-way portable radio while s/he is on regular duty.

Section 3: Any proposed change in uniform or equipment dealing with safety will be approved by a majority of the designated staff members including a representative of the FOP prior to the change becoming effective.

Section 4: All heaters and air conditioning units in police vehicles shall be in proper working conditions at all times within the bounds of reason. This shall be interpreted to mean that all conditioning units and heating units shall be repaired as soon as possible.

## ARTICLE 10

### TAKE HOME VEHICLES

Section 1: ~~Any member hired after October 1, 2012 shall reside within Broward County to enjoy the privilege of the use of a take home vehicle in accordance with the General Orders of the Police Department.~~ Members residing in Broward County shall enjoy the privilege of the use of a take home vehicle in accordance with the General Orders of the Police Department.

Section 2: Those members residing outside of Broward County ~~after~~ as of October 1, 2012, and whom ~~currently~~ enjoyed the privilege of the vehicle in accordance with the thirty (30) mile straight-line rule at that time, shall continue to enjoy this privilege in accordance with the General Orders of the Police Department and are hereby grandfathered into the program. Use of a take home vehicle shall not exceed beyond the Broward County jurisdiction line to the south, to the west, nor exceed the thirty (30) mile straight-line rule to the north.

Section 3: Those members residing outside of Broward County within the thirty (30) mile straight-line rules to the north, as of or after the date of ratification of this agreement, who are not affected by the grandfather provision in Section 2 of this article shall enjoy the privilege of the use of a take home vehicle in accordance with the General Orders of the Police Department. Use of a take home vehicle shall not exceed beyond the Broward County jurisdiction line to the south, to the west, nor exceed the thirty (30) mile straight-line rule to the north. Members residing outside Broward County with a take-home vehicle under this section shall provide the City with a payment in the amount of \$50 per month for such privilege.



## **ARTICLE 11**

### **SENIORITY**

Section 1: Seniority, for this article excluding Section 3, shall consist of continuous accumulated paid service with the City. Seniority next shall be computed from the date of appointment in each rank. Seniority shall accumulate during compensated absence.

Section 2: a. Vacations shall be drawn by members on the basis of seniority preference subject to the discretion of the Chief of Police or his designee determining that the department or its services shall not be adversely affected.

b. The City shall not make or change any shift, zone or work assignments for purposes of harassment of a member. If a member feels that he or she is being harassed in such instance, he or she may appeal through the chain of command to the City Manager, but the final decision will rest with the City Manager.

Section 3: In the event of a layoff for any reason, the Margate Civil Service Ordinance shall apply.

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 1<sup>st</sup> and April 1<sup>st</sup>, 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.

## ARTICLE 12

### SERVICE AWARDS

Section 1: The City will provide awards for outstanding service. These awards will be administered as adopted by the General Orders of the Police Department.

Section 2: The City shall maintain an "Officer of the Month" award. Selection shall be made by the Chief upon recommendation of the awards selection committee at their monthly meeting. Each "Officer of the Month" shall become eligible for "Officer of the Year" award, who shall receive a watch and eleven and one-half (11.5) ~~eight (8)~~ hours compensatory time.

Section 3: A member of the bargaining unit who makes a felony arrest while off duty shall receive eight hours compensatory time, plus pay enumerated in Article 28, Section 2.

Section 4: A. A member who operates a police vehicle for a period of three (3) consecutive years without being involved in a motor vehicle crash for which the member was determined to be at fault shall receive eight (8) hours of compensatory time.

B. Each consecutive three (3) year period shall begin on the member's first on-duty day following either:

1. the date on which the member either last earned the benefit provided for in this article; or

2. the date on which the member was last involved in a crash  
for which the member was determined to be at fault.

C. There shall be no limit to the number of times that a member may  
earn this benefit.

## **ARTICLE 13**

### **SUBSTITUTE EMPLOYMENT**

Section 1: The City agrees that they will not use, assign or detail members of the bargaining unit as substitute employees in a situation where there exists an employer-employee labor dispute except where lives or property are in imminent danger.

Section 2: For the purpose of this article, the preceding does not preclude the Chief of Police from assigning bargaining unit members to carry out law enforcement duties in employer- employee disputes outside of the City's operations.

Section 3: Intent: It is the intent of this Article that bargaining unit employees will generally not be used as substitute employees in any other department except where the lives or property of citizens of the City of Margate are in imminent danger. In the event the ability for substitute employment exists for light duty in another department, the City may authorize same.

## ARTICLE 14

### MANAGEMENT RIGHTS

Section 1: The FOP recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities to the public generally, and any and all of the powers or authority which the employer has not specifically abridged, delegated, or modified by this agreement are retained by the employer.

Section 2: Management officials of the City retain all of the rights, in accordance with Florida Statutes, specifically 447.209 ~~447.4095~~, and its own regulations and provisions of ordinance and policy including the following but are not limited to the following:

- A. to determine the organization of City government;
- B. to determine the purpose, practices and procedures of each of its departments;
- C. to exercise complete and unhampered control and discretion over the organization, efficiency and operation, department and agencies of the City;
- D. to set its own standards for services to be offered to the public;
- E. to manage, direct and totally supervise without interference the employees of the City;

F. to establish hiring practices, to hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City and to establish procedures therefore;

G. to suspend, demote, discharge or take other disciplinary action against a member for just cause; however, the City may suspend, demote, discharge, or take other disciplinary action against a member who is in initial probation, or disciplinary probation status without just cause. A probationary promoted member may be returned to former rank without just cause.

H. to increase, reduce, change modify, or alter the composition and size of work force, including the right to relieve employees from duties because of lack of work, lack of funds, preservation of funds, or other legitimate reasons;

I. to determine the location, methods, means and personnel by which operations are to be conducted;

J. to determine the number of employees to be employed by the City;

K. to establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit department or project;

L. to establish, change, or modify duties, tasks, responsibilities or requirements within job description in the interest of efficiency, economy, technological change or operating requirement;

M. to establish, implement, and maintain an effective internal security practice where said internal security practice is deemed advisable or necessary without interference.

Section 3: The parties to this agreement specifically agree that the City Commission has the sole authority and is the final authority determining the purpose and direction and policy of the City and the amount of the budget to be adopted by the City.

Section 4: If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophes, the provisions of this agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended; provided that due process for any disciplinary action shall not be denied.



## ARTICLE 15

### TEMPORARY UPGRADING

Section 1: Members of the bargaining unit temporarily filling in, in an acting capacity, a position in a higher or different rank shall be entitled to a ~~fifteen~~-~~ten~~ percent (~~15~~-~~10~~%) differential provided that the employee shall work in the higher or different rank or position eight (8) hours or more in a bi-weekly pay period.

Section 2: A member who is assigned as a Road Patrol Sergeant and who works for more than ~~eight (8)~~ two (2) consecutive shifts on a shift that has no other assigned Road Patrol Sergeant working shall receive twenty-five dollars (\$25.00) for each such shift worked starting with the ~~ninth (9th)~~ third (3<sup>rd</sup>) consecutive shift.

## ARTICLE 16

### PROHIBITION OF STRIKES

Section 1: The FOP and its members shall not engage in any strike, as defined in Florida State Statutes, the Constitution or case law of the State of Florida, work stoppages or other similar forms of interference with the operation of the Police Department.

Section 2: Any member who participates in or promotes a strike or work stoppage shall be discharged if same shall be satisfactorily proven after notice and hearing.

Section 3: Notice and hearing as provided for hereinabove shall be as follows:

a. Notice shall be by written specifications pursuant to this Article stating that the charged member did participate in or promote a strike or work stoppage and the specifications of and as to how this occurred.

b. Hearing shall be held as otherwise provided in the Civil Service Code of the City of Margate before the Civil Service Board.

## **ARTICLE 17**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

In a mutual effort to provide harmonious relations between the parties of this agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this agreement as follows:

Step 1: The aggrieved member with or without a FOP Representative shall discuss a grievance or dispute with the member's immediate on-duty supervisor within five (5) working days of the occurrence or knowledge of the matter giving rise to the grievance. The immediate supervisor shall attempt to adjust the matter and respond to the parties presenting the grievance within five (5) working days. A grievance may be filed by a FOP representative for a member if the representation of the member is clearly stated on the grievance and said member agrees to same.

Step 2: If, after thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the FOP Representative and/or the aggrieved member shall appeal the grievance or dispute to the intermediate supervisor, in writing within five (5) working days after the immediate supervisor's response is due. The intermediate supervisor shall respond within five (5) working days.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the FOP Representative and the aggrieved member shall appeal the grievance to the Bureau Commander of the Division/Unit concerned within five (5) working days after the intermediate supervisor's response is due. The Bureau Commander shall respond, in writing, within five (5) working days.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, the FOP Representative shall present a written appeal to the Chief of Police within ten (10) working days after the Bureau Commander's response is due. The Chief of Police shall respond within ten (10) working days in writing to the FOP.

At all times, the procedure will be initiated at the grievant's appropriate rank. The time limits set forth may be waived only by mutual agreement in writing between the parties.

Step 5: If the grievance has not been satisfactorily resolved in Step 4, the FOP Representative shall present a written appeal to the City Manager within ten (10) working days, after the Chiefs response is due. The City Manager shall respond, in writing, within ten (10) working days to the FOP Representative.

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 discipline is a suspension or termination, it shall be presented directly to the Chief of Police or his/her designee, at Step 4 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1, and signed by the aggrieved employees or the FOP representative on their behalf.

Arbitration Referral:

A. If the member grievance is not resolved at Step 5, the FOP shall, within ten (10) working days, submit a request for arbitration to the City Manager.

B. In a general grievance, either the FOP or the City may request to take the issue or grievance to arbitration. An individual bargaining unit member may not proceed to arbitration without the consent of the FOP.

C. Within ten (10) working days after the day of receipt of arbitration request, the aggrieved member and/or the FOP as the case may be, and the employer shall meet for the purpose of preparing a joint arbitration agreement whereby the parties will attempt to define the issue(s) to be submitted to the arbitrator and jointly select an arbitrator.

D. If the parties fail to mutually agree upon an arbitrator within ten (10) days after the date of receipt of the arbitration request, a list of five qualified neutrals shall be requested from the Federal Mediation and Conciliation Services (FMCS). Within ten (10) working days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross first.

E. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply.

F. The arbitrator shall not have the power to add to, subtract from, modify or alter, the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.

G. The decision of the arbitrator shall be final and binding upon the aggrieved member or the FOP and employer.

H. The arbitrator's fee and expenses shall be borne equally by the City and the FOP.

Attendance at any arbitration procedure and compensation of participants shall be the responsibility of each side.

I. The arbitrator shall be requested to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing.

J. In case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing.

K. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) calendar days after receipt of the arbitrator's award.

L. Either party of this agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts.

M. The FOP may file a "class action" grievance, providing such filing specifically identifies the class/members to whom such grievance applies. Further, the FOP need not have each member of the class signify his/her participation in the formal submission of grievance, providing the FOP so certifies the participants of the class action.

Time Limits on grievance and arbitration procedures.

All time limits on the grievance and arbitration procedures shall be strictly adhered to unless extended by the parties in writing. Any grievance brought by the union

or a member which does not meet the time limits specifically shall be deemed conclusively abandoned. Any time limit not met by management shall automatically advance to the next step.

Any grievance which is not initiated on a timely basis, as indicated herein, shall be deemed conclusively abandoned.

## **ARTICLE 18**

### **BULLETIN BOARDS AND MISCELLANEOUS**

Section 1: The City will provide one (1) bulletin board and location therefor, for the exclusive use of the FOP for posting of bulletins, notices and other Council materials.

Section 2: The authorized bulletin board for FOP use may be used for posting official notices and each notice or document thereon shall be signed by an officer of the FOP on whose authority said notice or document is posted.

Section 3: The bulletin board shall be installed by the City on one wall of the department squad room.

Section 4: FOP representatives and unit members may receive FOP mail and material at City Hall or at the Police Department.

Section 5: The Chief of Police may institute a policy regarding copying of FOP literature and use of copying facilities by the FOP representative which may include a reasonable charge therefor.

Section 6: Announcements and notices pertaining to FOP business such as meetings, nominations of officers and related activities may be communicated on the LAN for distribution to the members, at the sole and exclusive discretion of the Chief of Police.



## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

Section 1: Any member who suffers the death of an immediate family member shall be granted bereavement leave of three (3) days. This leave shall be with full pay and shall not be deducted from the member's vacation or sick leave. For purposes of this paragraph, an immediate family member shall be defined as: spouse and child of the member; mother, father, brother, sister, grandparent, grandchild, step-parent, and step-child of either the member or the member's spouse.

Section 2: The City reserves the right to require reasonable documentation supporting all approval of bereavement leave after member returns to work, i.e., Death Certificate.

Section 3: It is the intent of the parties that any time-off from work for the purpose of bereavement leave as defined in this article shall ~~not~~ be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

## **ARTICLE 20**

### **CIVIL SUITS**

Section 1: The City shall indemnify and defend any member against any claims, suits or judgments against the member as a result of her/his actions while acting within the scope of their employment, that is, in the line of duty, but the City shall in no way be responsible for payment of punitive damage judgments against a member.

The City of Margate shall be responsible for payment only of judgments against a member to such extent as allowable by the laws of Florida.

Section 2: The City, however, shall not and does not assume responsibility for, nor costs of additional attorneys fees, over and above those provided by the City of Margate if the member secures additional counsel; including counsel provided for by the FOP.

## ARTICLE 21

### NOTICES OF COUNSELING/LETTERS OF REPRIMAND/PERSONNEL FILES

Section 1: A member covered by this agreement shall have the right to inspect any notice of counseling or letter of reprimand that is placed in the member's official file as a result of supervisory action.

A member who receives either a notice of counseling or a letter of reprimand from a supervisor has the right to file a written response within five (5) working days of the issuance of same. If the member so requests, such written response shall be included in the member's official file. Counseling should be initiated within ten (10) days of an infraction, when practicable, or within ten (10) days of when a supervisor becomes aware of an infraction, when practicable.

Section 2: A member's personnel file shall be available to the public in accordance with state law. Where state law permits a personnel file to be closed then the file will be closed to the public.

The City shall maintain a log in each member's personnel file. The log shall indicate the date that the file is inspected and also the name, if known, of any individual who so inspects the file.

Section 3: The City agrees that the charge "conduct unbecoming an officer" and all similarly vague charges shall not be utilized by the City of Margate, except as made more specific by further explanation.

Section 4: A member shall have the right to make a copy of the member's personnel records for the member's own use.

## ARTICLE 22

### LEAVE OF ABSENCE

Section 1: A member may request through the chain of command a leave of absence without pay.

A. The City Manager, or designee, shall have the sole discretion to approve or deny any such request.

The City manager, or designee, shall maintain the sole discretion to rescind at any time or to extend any approved leave of absence request.

B. A member who is on a leave of absence whether approved or not, shall not accrue any sick leave or vacation leave hours nor shall the member accrue seniority.

C. A member who is on a leave of absence, whether approved or not, shall be solely responsible for paying the cost to continue whatever insurance benefits that member enjoyed on the last date that the member was on active duty status.

D. A member who is on a leave of absence, whether approved or not, shall not be entitled to any other employment benefit provided by the City to a member who is on active duty status.

Section 2: It is the intent of the parties that any time-off from work for the purpose of leave of absence as defined in this article, shall not be included as hours worked for the City of

Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

## ARTICLE 23

### INTERNAL AFFAIRS INVESTIGATIONS

Section 1: The City hereby recognizes and agrees to follow Florida Statute 112.532(1) also known as the Law Enforcement Officer's Bill of Rights in instances when members are under investigation.

A. When counsel or representation is not immediately available, the interrogation shall be postponed for not more than forty-eight (48) hours in order to afford the member the opportunity to secure counsel or representation.

A member shall answer all questions concerning a non-criminal matter that may result in disciplinary action.

B. A member shall not be ordered to submit to any device designed to measure the truth of the member's response(s) during questioning.

No member shall be coerced in any manner for refusing to submit to such a device.

C. A personnel transfer will not be used in the form of disciplinary action.

D. During internal investigations or interrogations, all questions must be limited to the circumstances surrounding the member's alleged violation of City or department rules.

E. A member under investigation shall not be told that if the member does not resign from the department, criminal charges will be brought against the member.

F. A member shall not be threatened with disciplinary action for not testifying against her/himself or any other officer before a criminal proceeding.

G. No police officer shall be required to speak or give testimony before a non-governmental agency.

H. The City, the FOP, and the unit members agree to make no public statements concerning the alleged violation of the law or department rules until an internal investigation has been completed.

No public statements that could jeopardize an accused member's right to a fair hearing and a trial shall be issued at any time.

I. Should a member receive disciplinary action as a result of an internal investigation and/or interrogation, the member shall serve at least the first ~~sixteen~~ thirty (30) hours of each disciplinary action; the member then shall be allowed to utilize compensatory leave hours, holiday leave hours, or vacation leave hours any time after the first ~~sixteen~~ thirty (30) hours are served to satisfy each disciplinary action.

J. The findings of an internal affairs investigation shall be labeled "sustained" (guilty as charged) or "not sustained" (not guilty). No other terminology may be used.

K. Only a "sustained" finding shall be inserted in a member's personnel records.

L. No member shall be ordered to submit a written response to a citizen's complaint against one's self. All safeguards of Florida Statutes Chapter 112.532-534 shall be observed. This does not preclude a supervisor from ordering that a police report and other policy directed documentation be written by an officer as a result of a call for service, wherein a report should have been taken.

M. A "not sustained" letter of complaint from a citizen shall not be inserted in a member's personnel records.



N. The City agrees that no adverse action will be taken against a member who exercises any right provided for in the article.

Section 2:

A. A member shall not engage in any political activity whenever the member is on duty or is acting in the member's official capacity.

B. The City agrees that its police officers should have the right to engage in the full range of political activities guaranteed to all citizens and hereby insures that right, except while on duty or in uniform, or when directly or indirectly identifying themselves as members of the department.

Section 3: When the internal affairs investigation is closed, the member shall be notified, in writing, within ten (10) calendar days of the disposition of the case.

## **ARTICLE 24**

### **MILITARY LEAVE**

Section 1: Any member who is a member of the National Guard or military reserve forces of the United States and is ordered by the appropriate authorities to attend a prescribed training period or other required duties shall be granted military leave with full pay for the amount of time as authorized by statute.

A. Military leave taken shall not affect the member's accrued compensatory leave, vacation leave, holiday leave, sick leave, or other authorized leave time or other regular employment benefits to which the member is entitled.

B. A member on military leave who receives any monies from the military shall at the beginning of the member's next regular duty day forward those monies to the City Human Resources Department (Payroll and Benefits Division) via the chain-of-command.

In the event that the monies received by the member from the military exceeds the amount of regular base pay that the member would have earned during the period that the member was on military leave, member shall not be entitled to any compensation from the City.

Section 2: A member who is on duly authorized military leave of absence shall maintain all regular employment benefits, as provided by Statute, to which the member would otherwise be entitled, except in the case that where the member who is on military leave taken pursuant to this article suffers an injury or illness. In that event, the member shall obtain all government hospitalization and other related benefits.

Section 3: It is understood that a member who is on military leave taken pursuant to this article is not acting within the course and scope of employment with the City of Margate, and the City shall not be responsible for illness or injury incurred by the member during said period.

Section 4: It is the intent of the parties that any time-off from work for the purpose of military leave as defined in this article, shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

## ARTICLE 25

### EQUIPMENT AND MAINTENANCE

Section 1: The City shall provide a new uniform and equipment to the member upon the member's appointment.

The uniform and equipment shall, at a minimum, consist of five shirts, three pants, one hat and hat badge, one baseball cap, one breast badge, one whistle, one windbreaker jacket, one name tag, one pair of uniform shoes, one raincoat, one pair of gloves, one flashlight (new batteries shall be made available at all times upon trade-in of used batteries), one pair of rubber rain boots, and one sidearm with holster, gunbelt, ammo pouch, handcuff case, handcuffs, inner belt, and radio holder.

Section 2: A member who incurs any breakage or damage to the member's personal belongings authorized to be carried or worn in the line of duty shall have said item repaired or replaced at no cost to the member, or value of same compensated to said member at the discretion of the Chief of Police and the City Manager, except in the case of the member's neglect.

The City shall not repair or replace any luxury personal item e.g., gold chain, gold bracelet, other similar types of expensive jewelry, rings, Rolex (and similarly valued) watches, expensive sunglasses, and other similar items.

Section 3: A member who loses or has stolen portions of her/his uniform, equipment or non-luxury personal belongings authorized to be carried or worn in the line of duty may have said items repaired or replaced at no cost to member, at the discretion of the Chief and City Manager.

The City shall not repair or replace any luxury personal item e.g., gold chain, gold bracelet, other similar types of expensive jewelry, rings, Rolex (and similarly valued) watches, expensive sunglasses, and other similar items.

Section 4: A member shall receive an allotment of ~~\$900~~ \$1,100 for clothing replacement, dry-cleaning and laundry for each fiscal year covered under this contract.

A. One half of the clothing allowance shall be paid the first pay day of December and the second half shall be paid the first pay day of June. New members must have completed twelve (12) months of service to be eligible for clothing allowance. For the first year of the Agreement only, the June 2016 clothing allowance payment shall be \$650 to account for the increased allowance amount that was not provided on the December 2015 payment.

~~The City shall pay the clothing allowance by separate check apart from the member's regular salary.~~

B. To ensure a neat, presentable, and professional appearance expected of an accredited police department, a member shall replace the member's designated uniforms as needed or determined by a superior officer. The City reserves the right to take appropriate measures to effect said replacement.

C. A member who is assigned to SRT and Traffic (motorcycle officers) shall receive an additional compensation of \$150 per Fiscal Year to replace specialized uniforms, boots, and related equipment.

## **ARTICLE 26**

### **MILEAGE**

A member of the bargaining unit who is authorized to use their own vehicle in the performance of his/her official duties, shall be compensated at the rate provided by ordinance or resolution of the City and is entitled to all employee benefits. This shall include attendance at court, depositions, administrative hearings, or other proceedings arising from the course and scope of the employee's duties, provided such duties shall not include any union activities. Prior approval of the Chief of Police or his designee is required in order to receive compensation for the use of private vehicles.

## ARTICLE 27

### MASTER POLICE OFFICER PROGRAM

Section 1: The FOP shall establish a three (3) member screening committee. The committee shall determine if the member meets the standards established by the committee. The committee shall then review all documentation and then accept or reject said documentation.

Section 2: The FOP shall forward the accepted documentation of the member who meets the standards to the Chief of Police.

Section 3: Within ninety (90) days the FOP sends the documentation to the Chief of Police, the Chief of Police shall approve or disapprove said documentation.

Section 4: Once the member is approved and placed in the program, then it shall be the responsibility of the member to comply with all the terms and conditions of said program.

~~Section 5: Based on the prior approval of the Bureau Commander, a member who is a Master Police Officer and who temporarily performs the duties of a Shift Supervisor in an acting capacity, shall receive both skill compensation at the rate of \$20 per shift for each shift~~

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND  
THE FRATERNAL ORDER OF POLICE FLORIDA STATE LODGE, POLICE OFFICERS AND  
SERGEANTS, OCTOBER 1, ~~2012~~2015 THROUGH SEPTEMBER 30, ~~2015~~2018.

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~~actually worked, outside the member's base salary, and also one hour compensatory leave at a  
straight time rate, per each shift actually worked.~~



## ARTICLE 28

### WORK WEEK AND OVERTIME

Section 1: The terms "work period" and "pay period" are not synonymous. A work period shall be twenty-eight (28) consecutive days in duration, beginning on a date designated by management. A pay period shall be fourteen (14) consecutive days in duration, beginning on a Saturday designated by Management and ending on a Friday.

A. Eighty hours shall constitute a regular pay period for each member covered by this Agreement.

1. The eighty hours of a regular pay period shall be composed of actual hours worked and/or authorized compensated leave.

2. For the purposes of this Agreement, authorized compensated leave shall mean leave compensated under existing City policy or under the provisions of this collective bargaining agreement; i.e., sick leave, vacation leave, holiday leave, compensatory leave, bereavement leave, and FOP meeting leave.

Section 2: Except as otherwise provided in this Article, a member who works hours in excess of the member's assigned shift shall, at the discretion of management, be compensated at either the rate of time and one-half of that member's regular hourly rate of pay or compensatory time of one and one-half (1 1/2) hours for each overtime hour worked.

A. A member's regular hourly rate of pay shall be the value of the member's annual base rate of pay divided by 2080 hours.

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND  
THE FRATERNAL ORDER OF POLICE FLORIDA STATE LODGE, POLICE OFFICERS AND  
SERGEANTS, OCTOBER 1, ~~2012-2015~~ THROUGH SEPTEMBER 30, ~~2015~~ 2018.

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B. ~~At the discretion of the Chief of Police and subject to the approval of the City Manager, overtime compensation or compensatory leave shall be denied to a member who uses more than one (1) sick day during a pay period in which the member works hours in excess of the member's assigned shift.~~

~~If a member has been ordered to work overtime hours, then the provisions of Section 2-B above shall not apply to those hours. Effective upon ratification of this agreement, sick leave and personal leave shall not be used in the calculation of overtime as hours worked for sick leave and personal leave taken within a pay period. Vacation leave, bereavement leave, holiday leave, and use of accrued compensatory time used within a pay period shall be included in the calculation of hours worked within a pay period.~~

Section 3: A member who is off-duty but who is called in to work within sixty (60) minutes before the start of or after the end of the member's assigned shift shall be compensated for a minimum of one hour at one and one-half (1 1/2) times the member's regular hourly rate of pay.

A. A member who is off-duty but who is called back to work outside of sixty (60) minutes before the start of or after the end of the member's assigned shift shall be compensated a minimum of three (3) hours at one and one-half (1 1/2) times the member's regular hourly rate of pay.

B. The provision stated in Section 3 and Section 3-A above shall apply over the course of each contract year, up and until the City has spent \$30,000.

Once the City has spent the \$30,000 pursuant to Section 3 above, then a member who is called back to work at a time outside the member's normal working hours shall receive a minimum of one hour of pay at time and one-half of that member's

regular hourly rate of pay. There shall be no minimum "call-back pay" beyond the initial one hour.

C. A member who is off-duty but who is called back to work to receive notice of a disciplinary action shall not be paid overtime; however, every effort will be made to give disciplinary action on the shift or in writing to avoid having the member called back for disciplinary purposes.

D. Once the member receives an order to return to work and is subsequently cancelled within 15 minutes, the member shall not be compensated. However, if the member is cancelled after 15 minutes and did not arrive at the work location, said member shall be compensated for one hour of pay.

Section 4: A member who is off-duty but who is required to appear as a witness in a criminal or civil proceeding as a result of the member's employment with City shall be compensated for the actual time spent in court. The member shall not be entitled to portal-to-portal pay. If a member's appearance in court or civil proceedings is cancelled within 90 minutes of the assigned start time the member shall be compensated for one hour at one and one-half (1 1/2) times the member's regular hourly rate of pay.

A. A member shall be compensated for one hour at one and one-half (1 1/2) times the member's regular hourly rate of pay when any such court appearance commences within sixty (60) minutes before the start of or after the end of the member's assigned shift.

B. A member shall be compensated for a minimum of three (3) hours at one and one-half (1 1/2) times the member's regular hourly rate of pay when any such court appearance commences outside of sixty (60) minutes before the start of or after the end of the member's assigned shift.

C. A member who receives a witness fee for any such court appearance shall at the beginning of the member's next regular duty day forward those monies to the City Human Resources Department (Payroll and Benefits Division) via the chain-of-command.

Section 5: The City will establish the hours of work best suited to meet the needs of the department to provide superior service to the community, but agrees that work schedules will not normally be changed or altered to avoid payments of overtime.

Section 6: A member who rotates from one shift to another shall be entitled to at least eight (8) hours off duty before returning to work, unless the Chief of Police determines an emergency exists for the department.

Section 7: A member who is on telephone stand-by as required by the Police Chief, or designee, shall be compensated at straight time for each hour that the member is on telephone stand-by.

~~Where the City provides a pager to the member, the member shall not be entitled to receive telephone stand-by pay.~~

Section 8: ~~A member who is required to wear a pager during the member's off duty hours shall not receive any additional compensation for anytime the member is required to wear the pager.~~ Reserved

Section 9: A member who is required by the Police Chief to attend an off-duty training session shall be compensated for a minimum of three (3) hours at the rate of time and

one-half of that member's regular hourly rate of pay, subject to the provisions of Section 2 above.

Section 10: A member who receives a subpoena for jury duty shall at the beginning of the member's next regular duty day provide a copy of that subpoena to the Police Chief via the chain-of command.

A. A member who serves on jury duty shall be compensated for eight hours at that member's regular rate of pay for each day that the member serves on jury duty.

B. A member who receives any monies for serving on jury duty shall at the beginning of the member's next regular duty day forward those monies to the City Human Resources Department (Payroll and Benefits Division) via the chain-of-command.

Section 11: The member shall receive a forty-five (45) minute paid lunch break and two fifteen (15) minute paid breaks in accordance with respective police department general orders.

Section 12: A member who is on duty on the shift during which daylight savings time begins shall be compensated one (1) additional hour of pay at the member's regular hourly rate.

A member who is on duty on the shift during which daylight savings time ends shall forfeit one (1) hour of pay at the member's regular hourly rate; however, in such

situations the member shall have the option to utilize any type of accrued leave other than sick leave or sick bank leave to replace that forfeited hour.

Section 13: When an on-call detective is contacted off-duty by a patrol supervisor to solicit advice from the detective and thereafter the detective does not respond to duty and the call exceeds 15 minutes, the detective shall be compensated for one hour of pay, based upon the final review and sole approval of the Bureau Commanders of both the detective and the patrol supervisor.

Section 14: Effective October 1, 2015, ~~On October 1<sup>st</sup> during this contract period,~~ a member shall receive a lump sum of fifty (50) hours of administrative leave which shall be available for Police Proficiency Training Maintenance on a use or lose basis by September 30, 2016 ~~of each respective year.~~ Effective beginning October 1, 2016, a member shall receive a lump sum of forty (40) hours of administrative leave which shall be available for Police Proficiency Training Maintenance on a use or lose basis by September 30 of each respective year.

A. A member's request for the use of said administrative leave shall not be unreasonably denied. The provisions for the request and use of administrative leave hours shall be the same as those applicable to annual leave.

## ARTICLE 29

### HIRING PRACTICES AND JOB DESCRIPTIONS

Section 1: The City will take all steps to assure that hiring and promotional examinations are properly validated according to acceptable validation techniques.

Section 2: The City will announce promotional examinations at least sixty (60) days in advance. They will also list the areas, which the exam will cover. The sources from which the examinations are drawn will be posted.

Section 3: The City shall have available a job description for each rank covered by this Agreement.

Section 4: As a prerequisite to promotion in rank, a bargaining unit member shall be required to successfully pass a physical examination accomplished by such physician(s) as the City may designate. The member shall not be required to pay for such physical examination or any tests attendant thereto. The physical examination shall include a drug test, which shall consist of a urine analysis as follows:

A. An initial screening of an E.M.I.T. test (enzyme multiplied immunoassay technique);

B. If the result of the above test is positive, the unit member shall be required to take a gc/ms test (gas chromatography/mass spectrometry).

C. Should both of the above tests provide positive, the bargaining unit member considered for promotion:

1. Shall not be promoted; and,
2. Shall be subject to other administrative action at the discretion of  
the administration.

D. In the event drug testing technology improves its testing procedure, the City reserves the right to provide for different tests than those listed above. The FOP will be notified pursuant to the provisions of Article 8.



## ARTICLE 30

### HOLIDAY COMP

Section 1: There shall be no specific day or date designated as a holiday for the bargaining unit.

Section 2: On the first day of each fiscal year covered under this agreement, a member who has successfully completed academy training shall receive a credit of a total of one hundred twenty (120) compensable holiday leave hours. A member who is in academy training shall receive a credit of a total of 10 holiday leave hours for each City Administration designated holiday remaining in that fiscal year beginning with the first day after the member successfully completes academy training.

A. A member who is credited with or receives holiday comp as provided by any collective bargaining agreement between the City of Margate and any bargaining unit or through any City of Margate resolution and who subsequently becomes covered under this agreement shall not be entitled to the benefit stated in Section 2 above for that fiscal year.

B. A member who is neither credited with nor receives holiday comp as provided by any collective bargaining agreement between the City of Margate and any bargaining unit or through any City of Margate resolution and who subsequently becomes covered under this agreement shall be credited with holiday comp hours pro-rated, based on the number of declared holidays recognized for the management personnel of the Police Department remaining in the fiscal year, subject to the provisions as stated in Section 2 of this article.

Section 3: Each member of the bargaining unit shall be entitled to use such hours subject to the following provisions:

A. Submit a written request at least thirty (30) days prior to the desired date(s) of time-off. The written request shall be submitted on or before April 1 of each year. The Police Chief or designee shall have the discretion to waive any time requirements.

1. The Police Chief, or designee, shall approve the request subject to the staffing and operational needs of the Department. Approval shall not be unreasonably withheld.

In the event that a member's comp request is denied, the member may request that the City Manager review the matter. The City Manager shall have the sole final decision in the matter.

2. A member may:
- a. use holiday comp in one (1) hour increments however, the Police Chief or designee shall have the discretion to waive the minimum increment use requirement.
  - b. be allowed to utilize any combination of accumulated compensatory leave, vacation leave, and regular days off in conjunction with approved holiday comp;
  - c. except in the case of FMLA leave, not use holiday comp hours in lieu of sick leave.

Section 4: Subject to Section 3 above and to Section 6 below, a member shall have the option of using his/her holiday comp hours anytime during the fiscal year.

Section 5: A member shall use the holiday comp hours within the fiscal year in which they are granted pursuant to this article. If not so used, the member shall forfeit the use of all unused holiday comp hours (a use it or lose it basis), with the following exception.

A member's requested time-off has been denied by management and if management does not make the opportunity available for the member to use such hours prior to the end of that same fiscal year, then the member shall be compensated for each such unused holiday comp hour at the member's regular hourly rate of pay.

Section 6: The Chief of Police shall have the right to schedule such holiday time-off on any nationally declared holiday or on any day that, for other bargaining units, are either an agreed to or a management declared holidays.

Section 7: A member who terminates employment with the City of Margate for any reason shall either be compensated for earned but not used holiday comp hours or reimburse the City for used but not earned holiday comp hours, whichever is applicable, on a pro-rated basis as follows:

beginning with the first day of the fiscal year and ending with the effective date that the member terminates employment with the City, determine the number of designated holidays recognized for the non-bargained for management personnel of the Police Department, then multiply that number by ~~eight (8)~~ ten (10) hours, then subtract from that resulting number the number of holiday hours used by the member, and then multiply that resulting number by the member's regular hourly rate of pay.

If the final dollar figure determined above is a positive number, the City shall compensate the member for that amount; if the final dollar figure determined above is a negative number, then the member shall reimburse the City for that amount.

Section 8: It is the intent of the parties that any time-off from work for the purpose of holiday comp as defined in this article shall ~~not~~ be included as hours worked for the City of Margate. Should any construction of the Fair labor Standards Act determine otherwise, either party with reasonable notice, may call for renegotiation of this article.

## ARTICLE 31

### JOB RELATED INJURY AND ILLNESS

Section 1: A member who suffers an on-the-job injury or illness shall follow established City guidelines and State Statutes both for reporting and for seeking medical treatment for any such injury or illness.

A member who is away from the job as a result of suffering a job-related injury or illness shall be required to apply for workers' compensation benefits pursuant to the guidelines of Chapter 440 of the Florida Statutes.

Section 2: Leave away from the job while on compensable job-related disability injury or illness shall not be charged against the member's sick leave. A member who suffers a job related injury or illness shall not be required to utilize leave permitted under the Family Medical Leave Act.

Section 3: A member who is absent from work as a result of suffering an on-the-job injury or illness that is compensable pursuant to Florida Statute 440 shall be paid by the City the difference between the wage loss benefits mandated by Florida Statute 440.15 and the member's regular salary on a net-to-net basis.

Section 4: Except as otherwise provided in this Article, if on one (1) year from date that the member suffered the on-the-job injury or illness the member is unable to perform substantially all of the duties called for in the member's job description as a result of that injury/illness, then the member shall be subject to Section ~~30-79 Sixteen and one-quarter dash seventy-nine~~ (formerly Section 16 1/4-79) of the City Code.

If at any time prior to one (1) year from the above stated date the City and the FOP agree that such member shall not be able to substantially perform all of the duties called for in the member's job description, the City may at its discretion, terminate such member from employment providing the member receives equivalent benefits as if one (1) year had elapsed.

Section 5: The City shall pay two (2) full years of compensation to the designated beneficiary(ies) of a member who dies as a result of an injury arising out of or in the course of employment as determined pursuant to Chapter 440 of the Florida Statutes. For purposes of this section, compensation shall be defined as the annual base salary earned by the member on the date of the member's death.

A. The member shall designate her/his beneficiary(ies) only by completing a City-provided form. The member shall be solely responsible for providing ~~personally hand delivering the completed form to a staff member of the City of Margate Human Resources Department.~~

The member may change her/his designated beneficiary (ies) at any time but only if the member complies with the provisions of Section 5-A of this article.

B. The City shall pay said benefit in two installments. The first installment shall be paid no later than thirty days of the date of the member's death; the second installment shall be paid in the twelfth month following the payment of the first installment. The City shall deduct applicable mandatory federal deductions from each installment payment.

C. In the event that there is more than one designated beneficiary, then the value of the said benefit to be paid by the City shall be split as equally as possible among the designated beneficiaries.

D. In the event that the member owes the City for used but not earned vacation leave and/or sick leave and/or for any other type of leave and/or for any monies owned by the member, then the cash value of said leave and/or monies shall be subtracted first from the cash value of all accumulated sick leave hours prior to the payout limitations stated in the Sick Leave article of this Agreement; then from the cash value of all accumulated vacation leave hours prior to the payout limitations stated in the Vacation Leave article of this Agreement; then from the cash value of all accumulated compensatory leave hours; and then from the value of the first installment payment of the benefit stated in this section.

The cash value of any monies which may be owed by the member shall be calculated based on the member's hourly base rate of pay on the effective date that the member terminated employment with the City.

Section 6: It is the intent of the parties that any time-off from work for the purpose of time away from work as defined in this article shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

**~~JOB RELATED INJURY AND ILLNESS~~**

**~~DESIGNATED BENEFICIARY FORM~~**

~~PRINTED Name of Member:~~ \_\_\_\_\_

~~PRINT FULL NAME of your designated beneficiary(ies) on the line(s) below:~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~By my signature below, I understand and acknowledge that:~~

~~\_\_\_\_\_ I shall designate my beneficiary(ies) only by completing this form; it is  
totally my responsibility to personally hand deliver this completed form to a staff  
member of the City of Margate Human Resources Department;~~

~~\_\_\_\_\_ I may change or add to the above designated beneficiary(ies) at any time but  
only if I complete another such form and also only when I personally hand deliver that  
completed form to a staff member of the City of Margate Human Resources Department;  
and;~~

~~\_\_\_\_\_ I am solely and totally responsible for keeping a record of whom I designate as  
my beneficiary(ies).~~

~~Signature of Member~~ \_\_\_\_\_

~~Date you signed this form~~ \_\_\_\_\_



## ARTICLE 32

### SICK LEAVE

Section 1: A member shall accumulate sick leave at the maximum rate of 3.6923 hours per regular pay period. A regular pay period shall be as defined in Article 28, Section 1 of this Agreement.

A. A member who is compensated for less hours than the regular eighty hours in a regular pay period, shall accumulate sick leave at the rate of 3.6923 hours pro-rated, based on the actual number of hours worked by the member during that regular pay period.

B. A member who is compensated for more hours than the regular eighty hours in a regular pay period, shall accumulate a maximum total of 3.6923 hours of sick leave for that pay period.

Section 2: A member may accumulate an unlimited aggregate number of sick leave hours.

Section 3: The City agrees that a member may use only accumulated sick time at no loss of pay. The City shall have the discretion to verify the illness or injury.

Section 4: A member shall be required to call in each day s/he is out on sick leave. The call may be made by either the member or any other person on behalf of the member. A

member who is hospitalized shall not be required to call every day. A member who is absent from duty for more than four days as a result of any non-job related illness or injury, whether the member is hospitalized or not, may be required to submit a written statement from the member's treating physician, and in accordance with the City's policy on Family Medical Leave. Notwithstanding anything to the contrary contained in this Article, the City shall reserve the right to obtain documentation required by City procedure pursuant to and in accordance with the Family Medical Leave Act (FMLA). If the City finds that employees' use of sick leave adversely affects operations, it shall so notify the FOP, who shall agree to immediately reopen this Article for negotiations.

Section 5: A member who becomes ill due to a non-job related injury or illness during a tour of duty shall be charged sick leave for the actual time lost from regular duty.

Section 6: A member who requires time off to personally care for an immediate family member who suffers from a serious health condition shall properly complete FMLA paperwork and shall use first her/his accumulated sick leave, then her/his accumulated vacation leave and then her/his accumulated holiday leave. Notwithstanding the above, a member may at any time use accumulated compensatory leave for leave permitted in this Section.

Any accumulated sick leave, vacation leave, holiday leave, and/or compensatory leave used by the member to personally care for a family member who is

covered under the guidelines of the Family and Medical Leave Act (FMLA) shall be counted towards the total leave permitted under that Act.

Section 7: If a member suffers a non-job related injury or illness that prevents that member from performing her/his regularly assigned duties, a member may be given a light duty assignment at the sole discretion of the Chief of Police. The light duty assignment shall be a one-time assignment, not to exceed ninety (90) workdays during the contract period. The Police Chief shall have the sole discretion to grant a second light duty assignment not to exceed an additional thirty (30) workdays during the contract period.

Section 8: Members on light duty and who participate in the Take Home Vehicle Program may have the right to utilize an unmarked vehicle while on light duty, based on the review and sole approval of the City Manager as well as the availability of a vehicle for this purpose.

Section 9: It is the intent of the parties that any time off from work for the purpose of sick leave as defined in this article, shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

Section 10: In the event of the death of a member, that member's heir(s) shall be entitled to a lump sum payment equal to the cash value of all unused sick leave

available to the member at the time of the member's death, subject to the provisions of Section 13 below. The cash value of said unused sick leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date of the member's death. The payout limitations stated in Section 12 of this article shall not apply to an event covered under this specific section.

Section 11: In the event that a member becomes disabled, and said disability prevents the member from continuing employment with the City pursuant both to this Agreement and as well as to Section 30-79 (formerly Section 16 1/4-79) of the City Code, upon the termination of that member, the member shall be entitled to the cash value of all unused sick leave available on the date that the member terminated employment with the City, subject to the provisions of Section 13 below. The cash value of said unused sick leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date that the member became disabled. The payout limitations stated in Section 12 of this article shall not apply to an event covered under this specific section.

Section 12: A member who has at least ten years of full-time service with the City and who either terminates employment in good standing, or resigns or retires, and said resignation or retirement is not the result of a disability, shall receive the cash value for sick hours accumulated pursuant to Section 1 of this article in the following manner:

number of accumulated hours multiplied by 60%, up to a maximum of 2,080 hours, multiplied by the per hour dollar value of the average of the member's three highest hourly base rates. The hourly base rate is defined as the hourly rate earned not only on the effective date that the member left the employ of the City, but also on each such calendar date for all previous years of employment.

In calculating the above pay out, when the effective date that the member terminates employment is February 29, the same such effective date for all non-leap years shall be February 28.

Section 13: In the event that the member owes the City for used but not earned sick leave and/or vacation leave and/or personal leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of sick leave and personal leave (prior to the pay-out limitations stated in Section 11 above and Article 38 Section 11 of this Agreement) and vacation leave capped at 660 hours; and then from the cash value of all available holiday leave hours; and then from the cash value of all accumulated compensatory hours.

All cash values for unused vacation leave, unused sick leave, unused personal leave hours, available holiday leave, and accumulated compensatory leave, as well as for vacation leave, sick leave, personal leave and all other types of monies that

may be owed by the member to the City shall be calculated based on the member's hourly  
base rate of pay on the effective date that the member terminates employment with the City.

## ARTICLE 33

### PHYSICAL EXAMINATIONS

Section 1: An annual comprehensive physical examination shall be made available to a retiree. The examination will include:

Eyes: Vision:	Right, Left; Color Perception
Ears: Hearing:	Right, Left, External Eardrum
Nose & Sinuses:	Deformity; Obstruction; Chronic Infection
Throat:	Enlarged Tonsils; Chronic Infection
Neck:	Thyroid Enlargement; Adenopathy
Thorax:	Inadequate Expansion; Deformity
Heart:	Enlargement; Arrhythmia, Murmurs; Blood Pressure; EKG; Chest x-ray
Lungs:	Rales; Dullness; Chronic Infection
Abdomen:	Organ Enlargement; Hernia; Ventral; Inguinal
Genitalia:	Phimosis; Hydrocele; Varicocele
Rectum & Anus:	Hemorrhoids; Fissure; Fistuls; Pilonidal Disease
Extremities:	Deformity; Loss of Parts; Limitation of Motion; Chronic Infection; Varicose Veins
Skin:	Disfiguring Defects of Scars; Infection
Nervous & Mental:	Vasomotor Instability; Mental or Neurological Defect
Urinalysis:	Sugar; Albumin

a. The City shall reimburse the retiree up to fifty percent (50%) of the cost of the retiree's annual physical examination, not to exceed seventy dollars (\$70). The retiree shall be solely responsible for any remaining difference.

Section 2: The City will provide an annual complete eye examination by either a City-designated ophthalmologist or eye specialist, or at the option of the member, an ophthalmologist or eye specialist selected by the member. The City shall reimburse the member to an amount not to exceed seventy-five dollars (\$75.00).

The City will reimburse the member to a maximum of one hundred dollars (\$100.00) for the purchase of eye glasses or contact lenses which are prescribed by said ophthalmologist or eye specialist if the officer would need these glasses to perform his or her respective duties.

Section 3: Upon the recommendation of the Chief of Police, with the approval of the City Manager, a member may be required to take a medical, psychological or psychiatric examination. Such examination shall not in any way be used in the form of a punishment or harassment of the member. Any member who is to be examined shall authorize the release of the results (defined as determination by the examining doctor(s) of fitness or unfitness for duty) of said examination to the administration of the City.



## **ARTICLE 34**

### **VACATION LEAVE**

Section 1: A member shall be eligible for paid vacation leave beginning on the first day of full-time employment with the City.

Section 2: A member shall accrue vacation leave each regular pay period as described below in this section. A regular pay period shall be as defined in Article 14, Section 1 of this Agreement.

A. A member who has not completed five years of full-time employment with the City shall accrue a maximum of 3.0769 hours of vacation leave per regular pay period.

A member covered under Section 2-A of this article who is compensated for less than eighty hours in a pay period shall accrue vacation leave at the rate of 3.0769 hours pro-rated, based on the actual number of hours worked by the member during that pay period.

B. A member who has completed more than five years of full-time employment with the City but less than ten years of full-time employment with the city shall accrue a maximum of 4.6154 hours of vacation leave per regular pay period.

A member covered under Section 2-B of this article who is compensated for less than eighty hours in a pay period shall accrue vacation leave at the rate of 4.6154 hours pro-rated, based on the actual number of hours worked by the member during that pay period.

C. A member who has completed more than ten years of full-time employment with the City shall accumulate a maximum of 6.1538 hours of vacation leave per regular pay period.

A member covered under Section 2-C of this article who is compensated for less than eighty hours in a pay period shall accrue vacation leave at the rate of 6.1538 hours pro-rated, based on the actual number of hours worked by the member during that pay period.

Section 3: A member may accumulate a maximum aggregate of 660 vacation leave hours, except as otherwise provided for in this article. The cap of 660 hours shall be adjusted by the number of vacation leave hours cashed in by the member employee upon entering the FRS retirement incentive program known as DROP. When appropriate throughout this section, all provisions shall be subject to applicable DROP-related adjustments.

A. In the event that a member submits a vacation leave request at least two (2) months prior to the starting date of the desired leave, and the City denies that request, and the member's accumulated vacation leave subsequently exceeds the annual cap as a result of being denied that vacation leave request, the member shall have until March 31 of the subsequent year in which to take that excess leave before the excess leave shall be forfeited.

B. In the event that a member's previously approved vacation leave is postponed, rescinded, or cancelled solely as a result of City staffing and operations needs, and the employee's accumulated vacation leave subsequently exceeds the annual cap as a consequence of said vacation leave request having been postponed, rescinded, or cancelled, the employee shall have until March 31 of the subsequent year in which to take that excess leave before all such excess leave shall be forfeited.

C. In lieu of accruing vacation leave on the per pay period basis provided for in Section 2 of this Article, a member who has reached or exceeded the cap as of September 30 of each given fiscal year covered under this agreement shall receive a lump sum amount of either 120 hours or 160 vacation leave hours whichever is applicable pursuant to Section 2 of this Article on October 1 of the next fiscal year. The member shall have the discretion to use vacation leave hours as provided for in this article.

Section 4: A member who reached the cap as of September 30 of a given fiscal year and who terminates employment with the City for any reason anytime prior to the end of the next fiscal year shall either be compensated for earned but not used vacation leave or reimburse the City for used but not earned vacation leave as calculated below.

A. Step 1: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by 4.6154 hours or by 6.1538 hours (if the member has ten (10) or more years of service) or by the appropriate combination of 4.6154/6.1538 hours per pay period (if the member reaches ten or more years of service during that fiscal year). Add that amount to 660 hours to determine the total allowable vacation leave hours.

Step 2: Compare the number of vacation leave hours taken by the member during that fiscal year to the total allowable vacation leave hours from Step 1.

Step 3a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave hours from Step 1, then the City shall compensate the member for the dollar value of those hours up to 660 hours.

Step 3b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave hours from Step 1, then the member shall reimburse the City for the dollar value of that difference.

B. If the member has entered DROP and has sold back 500 vacation leave hours to DROP:

Step 1: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by 4.6154 hours or by 6.1538 hours (if the member has ten (10) or more years of service) or by the appropriate combination of 4.6154/6.1538 hours per pay period (if the member reaches ten or more years of service during that fiscal year). Add that amount to 160 hours to determine the total allowable vacation leave hours.

Step 2: Compare the number of vacation leave hours taken by the member during that fiscal year to the total allowable vacation leave hours from Step I.

Step 3a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave hours from Step 1, then the City shall compensate the member for the dollar value of those hours up to 160 hours.

Step 3b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave hours from Step 1, then the member shall reimburse the City for the dollar value of that difference.

C. If the member has entered DROP and either has sold back less than 500 vacation leave hours to DROP or has not sold any hours to DROP:

Step 1: Subtract the number of vacation hours sold back to DROP from 660 hours to determine the maximum payable vacation leave hours.

Step 2a: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by 4.6154 hours or by 6.1538 hours (if the member has ten (10) or more years of service) or by the appropriate combination of 4.6154/6.1538 hours per pay period (if the member reaches ten or more years of service during that fiscal year).

Step 2b: Add the amount from Step 2a to the maximum payable vacation leave hours from Step 1 to determine the total allowable vacation leave hours.

Step 3: Compare the number of vacation leave hours taken by the member during that fiscal year to the total number of allowable vacation leave hours from Step 2b.

Step 4a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave from Step 2b, then the City shall compensate the member for the dollar value of that difference up to the maximum payable vacation leave hours from Step 1.

Step 4b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave the result from Step 2b, then the member shall reimburse the City for the dollar value of that difference.

Section 5: A member shall:

A. be entitled to take a minimum increment of one hour of vacation leave at a time;

B. be permitted to take split vacation leaves;

C. be allowed to utilize any combination of accumulated compensatory leave, holiday leave, and regular days off in conjunction with approved vacation leave;

~~D. use during each fiscal year at least fifty percent (50%) of the total vacation leave hours the employee earns during that fiscal year if that member has not reached the vacation leave hour cap on September 30 of a given year;~~

D. ~~E.~~ accrue but shall not be entitled to use vacation leave if the member is in an initial hire probationary status.

In computing vacation leave taken pursuant to this article, regular days off immediately preceding the commencement of, falling within, or following the termination of the member's vacation leave shall be excluded.

Section 6: A member shall be entitled to use accumulated vacation leave subject to the approval of the Police Chief, or designee.

A. A member shall submit a written request for vacation leave to the Police Chief or designee not later than thirty (30) days prior to the desired date(s) of leave. The time requirement for submitting that request may be waived at the discretion of the Police Chief.

1. The Police Chief, or designee, shall approve the request subject to the staffing and operational needs of the Department. Approval shall not otherwise be unreasonably withheld. In the event that a member's leave request is denied, the

member may request that the City Manager review the matter. The City Manager shall have the sole final decision in the matter.

Section 7: Subject to Section 6 above, a member shall have the option of using the member's vacation leave hours anytime during the fiscal year.

A. A member may receive vacation leave pay or holiday leave pay in advance by delivering a written request for said leave directly to the Human Resources Department Payroll Division.

1. The request shall be honored provided that the request is for a minimum of forty hours of leave and is received in the Human Resources Department Payroll Division at least three weeks prior to the first day of the member's scheduled leave.

2. The member shall receive the advanced leave payment either on the pay date prior to the first day of the member's scheduled leave or on the member's last scheduled work day prior to the first day of the scheduled leave, whichever is the later.

B. The City shall not issue a manual check (a manual check is a check that is not processed through ADP) to fulfill a member's request to receive any type of pay in advance of a normal pay date, except to correct a processing error caused by either ADP personnel or City of Margate Human Resources payroll personnel.

Section 8: At the sole option of the City, a member may sell accrued vacation leave to the City as follows:

A. No later than September 1, the member shall submit a written request to the Police Chief who shall then submit a composite list to the City Manager no later than October 1<sup>st</sup>.

B. The total amount of monies available for the purchase of accrued vacation leave from all City employees shall be determined by the City Commission as part of the annual City budget.

1. Payment shall then be made on the basis of a ratio of the total number of City employees who requested to "sell" accrued vacation leave to the City to the total funds available for such purchase by the City.

2. For example: if the total list of such employees numbers fifty (50) persons, and there is Twenty-five Thousand Dollars (\$25,000.00) available for the purchase of accrued vacation, then each person shall receive Five Hundred Dollars (\$500.00), less that amount of money required by the City to meet the employer contributions for FICA taxes and Florida Retirement System.

3. In the event that the equal division of the available money between all employees exceeds the needs of any one employee's request, then the excess of the equal division shall be reapplied to the aggregate dollars available for the remaining employees.

4. A member shall receive payment for selling vacation leave between the December 1 and December 15 of the year in which the funds were budgeted.

Section 9: It is the intent of the parties that any time-off from work for the purpose of vacation leave as defined in this article, shall ~~not~~ be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.



Section 10: In the event of the death of a member, that member's heir(s) shall be entitled to an immediate lump sum payment equal to the cash value of all unused vacation leave available at the time of the member's death, subject to the provisions of Section 13 below. The cash value of said unused vacation leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date of the member's death. The payout limitations stated in Section 12 of this article shall not apply to an event covered under this specific section.

Section 11: In the event that a member becomes disabled, and said disability prevents the member from continuing employment with the City pursuant both to this Agreement as well as to Section 30-79 (formerly Section 16-1/4-79) of the City Code, upon termination of that member, the member shall be entitled to the cash value of all unused vacation leave available on the date that the employee left the employ of the City, subject to the provisions of Section 13 below. The payout limitations stated in Section 12 of this article shall not apply to an event covered under this specific section.

Section 12: A member who resigns or retires and said resignation or retirement is not the result of a disability, shall receive the cash value for vacation time accumulated pursuant to Section 2 and Section 3 of this article in the following manner:

Number of accumulated hours, up to a maximum of 660 hours, 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.

Section 13: In the event that the member owes the City for used but not earned vacation leave and/or sick leave and/or personal leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of sick leave and personal leave (prior to the pay-out limitations stated in Article 32 Section 11 and in Article 38 Section 11 of this Agreement) and vacation leave capped at 660 hours; and then from the cash value of all available holiday leave hours; and then from the cash value of all accumulated compensatory hours.

All cash values for unused vacation leave, unused sick leave, unused personal leave hours, available holiday leave, and accumulated compensatory leave, as well as for vacation leave, sick leave, personal leave and all other types of monies that may be owed by the member to the City shall be calculated based on the member's hourly base rate of pay on the effective date that the member terminates employment with the City.

## ARTICLE 35

### HEALTH AND LIFE INSURANCE

Section 1: The City shall make available single and dependent group health insurance (including accidental death and dismemberment coverage), and single and dependent life insurance to all members.

The City shall provide term single life insurance coverage in the amount of \$35,000 for a member at no charge to the member.

A. The premium rate cost that shall be paid by a member for coverage under the City's current group health plan options shall be as outlined in Attachment A of this agreement. ~~Both parties agree to meet and bargain, the future allocation of expenditures for health insurance benefits during the final year of this agreement.~~

B. The City shall be responsible for determining: the base premium cost of providing health insurance and life insurance coverage; the program benefits and the related costs to provide those benefits; and the amount of any applicable health care related surcharge.

C. During the life of this contract, the City shall attempt to make available to the member as many plan options as practicable.

The parties acknowledge that health plans may be sponsored by outside agencies who may at any time in the future withdraw their sponsorship of such plans without recourse by the City.

The parties other plans may be sponsored by outside agencies who may at any time in the future withdraw their sponsorship of such plans without recourse by the City.

1. In the event that an outside agency withdraws sponsorship of a plan, the City shall attempt to locate another outside agency to provide a similar plan with similar benefits at a similar cost.

2. A member who is covered under a plan whose sponsorship has been withdrawn shall have the right to select coverage from any other City health plan option. The member shall pay the related costs of that plan option.

Section 2: A. At the discretion of the City Manager, subject to the approval of the City Commission, the City may offer, in addition to the above stated coverages, other optional types health and life insurance coverage on either a no employee cost, shared cost, or full employee cost basis.

B. The City shall continue to provide to each member the current long term disability insurance benefit with the same prorata share for a long term disability benefit provided to the IAFF Local 3080.

Section 3: A member who is on leave without pay status shall be solely responsible for the full monthly premium cost(s) of all insurance coverage enjoyed by the member.

Section 4: In accordance with and pursuant to Florida Statute 112.0801(1), the City shall offer to a retiring member (defined as a regular full-time employee who terminates employment with the City and who immediately begins participation in the Florida Retirement System either by receiving either monthly retirement benefit payments or

by receiving a full or a partial distribution of funds from the FRS Investment Plan) a onetime opportunity to participate in the City's employee group health and life insurance program. Retirees shall satisfy their obligation to enroll in the appropriate Medicare plan at the age designated by federal law.

The one-time opportunity to participate applies to both individual and also eligible dependent health insurance coverage.

A retiring member who rejects that initial opportunity to continue to participate in the City's employee group health and life insurance program shall not be entitled to receive another opportunity to renew her/his participation in that program at any time in the future.

A. The coverage under the City of Margate employee group health insurance plan provided pursuant to Section 4 above shall be supplemental and/or secondary to coverage under any and all other health insurance plan or program that is provided to or carried by the retiring member from any other source.

B. The benefit provided for in Section 4 above shall be reduced by any health insurance benefit and/or any health insurance premium offset and/or any type of co-payment from any other source that is provided to or carried by the retiring member.

C. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false fraudulent, or misleading oral or written statement to obtain health insurance coverage provided under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

1. In addition to any applicable criminal penalty, upon conviction for a violation described in Section 4-C above, the person(s) who receives or seeks to receive

health insurance benefits under this section shall forever forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

D. The premium rate cost that shall be paid by an individual who is eligible for the benefit provided for in this section shall be determined annually by the City.

Section 5: An employee who leaves the employ of the City and who is ineligible for health and life insurance coverage as a retiree member not only pursuant to and in accordance with applicable Florida Statutes but also in accordance with Section 4 above may be eligible for continued health benefits subject to the conditions stated in the federal law known as COBRA.

The premium cost to the member for coverage provided by the Federal law known as COBRA shall be determined by the City.

## ATTACHMENT A

The health insurance premium cost to the member, and to those retirees covered under Section 4 of this article, shall be as follows, effective October 1, 2015 ~~January 1, 2013~~:

For employees, biweekly:

\$64.23 for single coverage under the HMO Lo (or comparable) Plan

\$93.85 for single coverage under the HMO Hi (or comparable) Plan

\$101.54 for single coverage under the POS (or comparable) Plan

\$116.15 for dependent coverage under the HMO Lo (or comparable) Plan

\$178.08 for dependent coverage under the HMO Hi (or comparable) Plan

\$193.46 for dependent coverage under the POS (or comparable) Plan

For retirees, per month (but not to exceed 100% of actual premium cost):

\$491.30 for single coverage under the HMO Lo (or comparable) Plan

\$573.28 for single coverage under the POS (or comparable) Plan

\$618.00 for single coverage under the HMO Hi (or comparable) Plan

\$635.00 for dependent coverage under the HMO Lo (or comparable) Plan

\$640.00 for dependent coverage under the POS (or comparable) Plan

\$650.00 for dependent coverage under the HMO Hi (or comparable) Plan

## ARTICLE 36

### WAGES

Section 1: Members who are covered by this agreement shall have their annual base rate of pay determined in accordance with this Article.

A. The parties agree that 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. On October 1, ~~2014~~2015 a member shall receive a step pay base salary increase as provided for by the current pay plan. Such pay plan shall be increased by ~~2.5%~~ 3% effective on October 1, 2014~~2015~~. On October 1, 2016 a member shall receive a step pay base salary increase as provided for by the current pay plan. Such pay plan shall be increased by 3% on October 1, 2016. For each fiscal year covered under this agreement, a member who is promoted to Sergeant shall receive a fifteen 15% base salary increase over the member's base salary earned as a police officer. Notwithstanding the proceeding increase, same shall be limited to the maximum of the pay range.

B. For purposes of calculating a member's base pay hourly rate of pay during the period of this Agreement, the annual base rate of pay shall be divided by 2,080 hours.

C. The City Administration reserves the right in its sole discretion to either advance any member within the pay plan and/or place an individual hired from the "outside" in the pay plan above the police officer entry level base pay or sergeant base pay.



Section 2: The City pay plan shall provide skill compensation as stated below.

A. The City shall pay skill compensation at the flat dollar value of fifteen hundred dollars (\$1,500) per year pro-rated bi-weekly, outside of the member's base salary to a member who is assigned a specialized skill as a detective or to a member who is assigned to the Support Services Bureau.

B. The City shall pay skill compensation at the flat dollar value of fifteen hundred dollars (\$1,500) per year, pro-rated bi-weekly, outside of the member's base salary to a member who is assigned full time to the traffic unit or who is a K-9 officer or an active special response team member, SET, SRO, Crime Prevention, Hostage Negotiation, Training, Background and Traffic Homicide Investigator.

C. The City shall pay skill compensation at the rate of \$20.00 per shift for each shift actually worked, outside the member's base salary, and credit one hour compensatory time at a straight time rate, per shift, to a member who is assigned by the Police Chief as a Field Training Officer (FTO), when the member is actively engaged in field training activity.

Section 3: The City shall provide a shift differential payment as an incentive to compensate for non-conventional shifts being worked as stated below.

A. A member who is assigned to any Road Patrol Division shift that begins at or after 5:00 P.M. will receive \$10.00 for the amount of shifts scheduled in the pay period.

B. Excluding Road Patrol personnel, a member assigned to any shift and who works more than half of their shift after 3:00 p.m. shall receive \$5.00 per shift.

C. The parties agree that the shift differential payments stated in this section shall not apply to extraordinary circumstances, and that the determination of

"extraordinary circumstances" shall be made by the Chief of Police, subject to the approval of the City Manager.

Section 4: The City shall provide an annual longevity benefit to each member who has completed ten (10) or more years of service with the City, subject to the conditions stated in this section. Any longevity benefit payment shall be made outside of the member's base salary.

A. The value of the longevity benefit payment shall be:

\$1,000 if the member has completed 10, 11, 12, 13, or 14 YOS; or  
\$2,000 if the member has completed 15, 16, 17, 18, or 19 YOS; or  
\$3,000 if the member has completed 20 or more YOS.

1. A member's completed number of years of regular, full-time service with the City shall be determined by the member's anniversary date during the year that the longevity payment is made.

2. The longevity benefit payment provided for in Section 4A above shall be paid in a lump sum on the first pay date in December.

a. If a member leaves the employ of the City subsequent to receiving a lump sum longevity benefit payment in December, and prior to the member's anniversary date, then the City shall determine the pro-rated value of that longevity benefit for the remainder of the period between the date that the member leaves the employ of the City and the member's anniversary date, and subtract that amount from the member's final pay.

b. If the amount of the member's final pay is less than the value of the longevity payment that the member owes to the City, then the member shall

reimburse the difference to the City no later than thirty business days from the date that the member leaves the employ of the City.

B. Those members who received an annual longevity benefit payment in Fiscal Year 2005 that is greater than the payment provided for in Section 4A above shall continue to receive only that longevity benefit payment until such time that the member becomes entitled to a longevity benefit payment increase provided for in Section 4A above.

1. A longevity benefit payment provided for in Section 4B above that is more than \$2,000 per year shall be paid pro-rated for 26 pay periods.

2. A longevity benefit payment provided for in Section 4B above that is equal to or less than \$2,000 per year shall be paid in a lump sum on the first pay date in December.

3. Any member hired after October 1, 2011, shall not be eligible to receive longevity bonus or City of Margate Employees Benefit Trust Fund monies.

C. All longevity benefit payments shall be issued in the same manner as the member's regular paycheck.

Section 5: In consideration for training, maintenance and care of the Police Canine assigned to them, Canine Officers will receive the last hour of their shift off, or one hour per shift off, during normal work days for the above. On their normal days off, Canine Officers will receive one hour of compensatory time at a straight time rate of pay. The exception to this provision is if the Police Canine handler boards his dog at City expense while on leave.

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND  
THE FRATERNAL ORDER OF POLICE FLORIDA STATE LODGE, POLICE OFFICERS AND  
SERGEANTS, OCTOBER 1, ~~2012~~2015 THROUGH SEPTEMBER 30, ~~2015~~2018.

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The above benefits and additional compensation shall represent a reasonable and complete agreement for payment to Police Canine Officers for time and effort spent caring for their assigned Police Canine.

Section 6: Any member who is assigned to the Criminal Investigations Division shall be compensated \$45.00 per month for cell phone use.

## **ARTICLE 37**

### **HIGHER EDUCATION**

Section 1: Because it is desirable that members of the bargaining unit further their education, working schedules will be arranged, whenever practicable and in the reasonable discretion of the Police Chief, to permit officers to attend graduate undergraduate level courses related to the field of law enforcement.

Section 2: Members who are not in either an initial hire or a disciplinary probation attending accredited college level courses who attain a "C" grade and attend all scheduled classes shall be refunded the costs of purchased textbooks by the City. The courses must be in police science or directly related to police work and must be approved by the Police Standards and Training Commission. They must also be part of a Doctorate, Master's or Bachelor's or Associate's Degree curriculum. Tuition shall be reimbursed to the officer up to \$5,000 per officer and not to exceed a total obligation to the City of \$40,000 per fiscal year, with the exception of officers seeking a Doctorate Degree who shall only be reimbursed prior to the end of the fiscal year in September, if the total obligation to the City has not been expended. Costs associated with textbooks for Doctorate Degree candidates are not reimbursable. These funds shall be administered on a first-come, first-served basis, based on presentation of proof of matriculation and completion to the Chief of Police. Any member gaining benefits under this provision must maintain at least a "C" grade in each class. If a grade of "C" is not obtained, the member shall not be reimbursed for that class. A member who applies for "Life Experience" or "Life Lab" courses at any college/university and who meets the requirements set forth by the college/university, and

who receives credit for same, and who successfully completes two separate college level courses, shall be reimbursed up to \$1,000.00.

Maximum annual reimbursement for any educational courses shall be \$5,000, plus cost of purchased textbooks. Paid receipts must be submitted.

Section 3: It is the intent of the parties that attendance which is not directed by the Chief of Police, or attendance in an "off-duty" status shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

## **ARTICLE 38**

### **PERSONAL LEAVE**

Section 1: Each member shall have the opportunity to accrue personal leave. Personal leave shall be comprised of converted sick leave hours as described below.

A. On October 1 of each year of this agreement, a member who has at least two years of regular full-time service with the City of Margate on that date and who has saved 75% or more of the member's annual allotted sick leave hours for the preceding fiscal year may voluntarily convert unused sick leave hours to personal leave hours. The combined total number of sick leave hours that may be converted and the number of sick leave hours used during that preceding fiscal year shall not exceed 24 hours. The number of converted sick leave hours shall be subtracted from the member's lifetime aggregate of sick leave hours saved.

Section 2: A member shall be free to use personal leave to cover any absence, other than an absence that results from a disciplinary action. Personal leave hours may be used to cover an absence permitted pursuant to the FMLA after the member has first exhausted available sick leave hours.

Section 3: A member shall not be required to provide a reason for requesting personal leave, except in the case of an absence permitted pursuant to the FMLA.

Section 4: A member shall submit a personal leave request anytime in advance of the desired time off; however, the member should submit the request for personal leave as far in advance as possible to reduce the possibility of the request being denied because of staffing and operational needs.

Section 5: All personal leave requests shall be made in writing with one exception. That exception is that a "same day" request may be made either verbally in person or via a phone call made by only the member. In such cases, the member shall complete a written request upon returning to duty.

Section 6: A member who calls in a request for personal leave after the start of the member's shift shall receive personal leave (subject to staffing and operational needs) beginning at the time that the call was confirmed as being received. Any absence prior to the time that the member's request for personal leave was made shall be considered as LWOP.

Section 7: Personal leave time may be used in conjunction with any other type of approved leave or regular days off, except as otherwise provided in this article.

Section 8: All personal leave requests, whether made in writing, verbally, or called in over the phone, shall be subject to a department's staffing and operational needs as determined by the sole discretion of the department head or designee.



Section 9: In the event of the death of a member, that member's heir(s) shall be entitled to an immediate lump sum payment equal to the cash value of all unused personal leave available at the time of the member's death, subject to the provisions of Section 12 below. The payout limitations stated in Section 11 of this article shall not apply to an event covered under this specific section.

The cash value of said unused personal leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date of the member's death.

Section 10: In the event that a member becomes disabled, and said disability prevents the member from continuing employment with the City pursuant both to this agreement and to Section 30-79 (formerly Section 16 1/4-79) of the City Code, upon the termination of that member, the member shall be entitled to the cash value of all unused personal leave available on the date that the member leaves the employ of the City of Margate, subject to the provisions of Section 12 below. The payout limitations stated in Section 11 of this article shall not apply to an event covered under this specific section.

The cash value of said unused personal leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date that the member leaves the employ of the City of Margate.

Section 11: A member who resigns or retires in good standing, and said resignation/retirement is not the result of a disability, shall receive a payment of the cash value for all personal leave hours accumulated pursuant to this article.

The payment shall be equal to the cash value calculated by multiplying the number of accumulated personal leave hours by the per dollar hour value of the average of the member's three (3) highest hourly base rates of pay.

Section 12: In the event that the member owes the City for used but not earned personal leave and/or sick leave and/or vacation leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of personal leave and sick leave (prior to the pay-out limitations stated in Section 11 above and Article 32 Section 11 of this Agreement) and vacation leave capped at 660 hours; and then from the cash value of all available holiday leave hours; and then from the cash value of all accumulated compensatory hours.

All cash values for unused vacation leave, unused sick leave, unused personal leave hours, available holiday leave, and accumulated compensatory leave, as well as for personal leave, sick leave, vacation leave and for all other types of monies that may be owed by the member to the City shall be calculated based on the member's hourly base rate of pay on the effective date that the member terminates employment with the City.

## **ARTICLE 39**

### **SAVINGS CLAUSE**

Should any provisions of this 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.

## ARTICLE 40

### TERMS OF AGREEMENT

Section 1: This contract shall be effective October 1, ~~2012~~2015 and continue in effect through the 30<sup>th</sup> day of September, ~~2015~~2018, or reopened before this date, in accordance with Florida State Statute 447.4095 regarding financial urgency. In the event a new contract has not been negotiated and ratified by the parties, the terms and conditions of this Agreement shall remain in effect until such time as a new contract has been negotiated and ratified.

A. The provisions of Article 36-Wages of this contract shall be effective October 1, ~~2012~~2015 and continue in effect through September 30, ~~2012~~2017. The parties agree to meet on or before July 1, ~~2013~~2017 to negotiate new proposals for Article 36-Wages for the period of October 1, ~~2013~~2017 through September 30, ~~2014~~2018.

B. ~~The provisions of Article 35-Health and Life Insurance of this contract may be reopened by the City once during the term of this agreement shall be effective October 1, 2012 and continue in effect through September 30, 2013. The parties agree to meet on or before July 1, 2013 to negotiate new proposals for Article 35 Health and Life Insurance.~~ The City may reopen Article 37 – Higher Education once during the term of this agreement.

C. Notwithstanding the above, the parties agree ~~that there~~ shall be a reopeners of one up to two articles at the bargaining unit's discretion during the term of this agreement. In addition, either party may reopen one additional article during the term of this agreement.

D. The following procedure shall constitute the correct method for negotiation: The parties agree to meet during or about July 1 of the appropriate year prior to the expiration of this agreement to negotiate a new contract. The Union shall submit the proposed changes that it wishes to negotiate, either in the initial notice of negotiations or at the first meeting. It shall be the obligation of both parties to meet and confer within ten (10) days after the receipt of written notice of the request for a meeting for collective bargaining purposes unless this time limit is extended by mutual consent.

WHEREFORE, in accordance with Florida Statute 447.309 (1), the undersigned parties,  
through their respective authorized representatives sign this Agreement this \_\_\_\_day of  
\_\_\_\_\_, 2016.

**CITY OF MARGATE**

\_\_\_\_\_  
Tommy Ruzzano  
Mayor

\_\_\_\_\_  
Douglas E. Smith  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

**ATTEST:**

\_\_\_\_\_  
Joseph J. Kavanagh  
City Clerk

**THE FRATERNAL ORDER OF POLICE  
FLORIDA ORDER OF POLICE FLORIDA STATE LODGE (OFFICERS AND  
SERGEANTS)**

\_\_\_\_\_  
John Puleo, Staff Representative

\_\_\_\_\_  
Amalin Guarino, Labor Chairperson Lodge 75