

AGREEMENT

BETWEEN

CITY OF LIGHTHOUSE POINT, FLORIDA

AND

THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

(2006-2009)

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AGREEMENT

This Agreement is entered into by the CITY OF LIGHTHOUSE POINT, FLORIDA, hereinafter referred to as the "City", and the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "Employee Organization" or the "Association".

ARTICLE I
RECOGNITION

The City hereby recognizes the Employee Organization as the exclusive bargaining representative of all sworn police officers in the City of Lighthouse Point Police Department, including Patrolmen, Sergeants, and Detectives, but excluding the Chief of Police, Captains, Lieutenants, clerical employees, and non-sworn personnel.

ARTICLE II

NON-DISCRIMINATION

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the Employee Organization, withdraw from membership from the Employee Organization, or refrain from becoming a member of the Employee Organization. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, Employee Organization membership, or lack of Employee Organization membership.

ARTICLE III

MANAGEMENT RIGHTS

The Employee Organization and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the City of Lighthouse Point Police Department. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right to: hire, fire, demote, suspend, promote, and lay off employees; transfer employees from location to location and from time to time; rehire employees; determine the starting and quitting time and the number of hours and shifts to be worked subject to Article XIII (Hours of Work and Overtime); maintain the efficiency of employees by communication through supervisory personnel; merge, consolidate, subcontract, expand, or close the Department or any part thereof or expand, reduce, alter, combine, assign or cease any jobs; control the use of equipment and property of the City; fill any job on an emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign work to the employees and determine the size and composition of the work force; formulate and implement departmental police rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any or all of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

ARTICLE IV

WORK STOPPAGES

1. There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement, or picketing in furtherance of any of the above-prohibited activities. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.

2. Recognizing that Florida law prohibits the activities enumerated in paragraph 1 above, the parties agree that the City shall retain the right to discharge or otherwise discipline some or all of the employees participating in any of the aforesaid activities, and the exercise of such rights by the City will not be subject to recourse under the grievance arbitration procedure.

3. It is recognized by the parties that the activities enumerated in paragraphs 1 and 2 above, are contrary to the ideals of professionalism and to the Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

4. For the purpose of this Article, it is agreed that the Employee Organization shall be responsible and liable for any act committed by its officers, agents and/or representatives, which act constitutes a violation of state law or the provisions herein.

ARTICLE V

PERSONNEL RECORDS

1. Each employee covered by this Agreement shall have the right to inspect his (her) official personnel files provided, however, that such inspection shall take place at reasonable times and at the location where the official personnel file is kept (i.e., Office of the Chief). The employee shall have the right, at his (her) own expense, to make duplicate copies of any item contained in his (her) official personnel file.

2. Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other document, which is placed in the employee's official personnel file subsequent to the effective date of this Agreement as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

3. To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and/or personnel records without his (her) consent.

ARTICLE VI

SEVERABILITY CLAUSE

Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court 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 VII

PROMOTIONS

Whenever a budgeted promotional vacancy exists in a police officer classification, the City shall fill such vacancy within ninety (90) days from an existing eligibility list, if a valid eligibility list is in existence.

Promotional examinations shall be validated in accordance with validation standards and techniques as established by the Chief of Police. Criteria to be used by the Chief of Police for promotions shall be promulgated and distributed to the bargaining unit at least ninety (90) days prior to any examination.

ARTICLE VIII

DEPARTMENTAL RULES AND REGULATIONS

It is agreed and understood that each employee will be provided with a copy of any departmental manual, which replaces, updates and/or supersedes the present manual containing the Department's rules and regulations. Any such new departmental manual shall be distributed to the employees within sixty (60) days after formal adoption, or as soon thereafter as practical.

ARTICLE IX

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 Employee Organization. Further, nothing contained in this Agreement shall foreclose any member from discussing a problem directly with his immediate supervisor or other departmental official without the intervention of the Employee 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 X

SENIORITY

Seniority shall consist of continuous accumulated paid service with the City of Lighthouse Point Police Department. Seniority shall be computed from the date of hire as recorded on the personnel action form. Wherever applicable, seniority in rank shall have preference. Seniority shall be utilized for the following purposes:

- A. Vacations for each calendar year shall be drawn by employees on a basis of classification seniority preference; provided, however, that the Department shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any given vacation period. Nothing contained herein shall be interpreted as restricting the Department's right to cancel all vacations during any given period in the event of disaster or emergency;
- B. In the event of a vacancy in any division or unit (non-promotional vacancy) within the Department, seniority will be considered along with skills, abilities, and the requirements of the job.
- C. In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification; provided, however, that where two (2) or more employees have seniority standing within sixty (60) days of each other, the Chief of Police with the approval of the Mayor or his designee, shall determine the order of layoff based on education and performance evaluation. If more than one classification is affected, an employee laid off from a higher classification shall be

given an opportunity to revert to the next lower classification, provided that he is fully qualified to perform the work in that lower classification. Upon reverting to a lower classification, an employee's seniority shall be determined by the date of his original permanent appointment to that classification. All temporary, provisional, limited term and probationary employees shall be laid off before any permanent employee is laid off or reduced in classification.

Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the discretion of the Chief of Police and the Mayor or his designee, such employees are physically and mentally capable of performing the work available at the time of recall and, further, meet all of the standards set by the State of Florida Police Standard Commission and the City of Lighthouse Point Police Department and in effect at the time of recall.

[No laid off employee shall retain recall rights beyond eighteen (18) months from the date of layoff].

ARTICLE XI

INTERNAL INVESTIGATIONS AND OBLIGATION TO THE PUBLIC

The parties recognize that the security of the City and its citizens depend to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, departmental supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens complaints and matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants, if known to the Department.

- C. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the investigating officer, and all personnel present during the interrogation. All questions directed to the employee under investigation shall be asked by and through one (1) interrogator at any one time.
- D. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations must be held at the headquarters of the Lighthouse Point Police Department.
- E. At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation whenever the interrogation relates to the employee's continued fitness for law enforcement services.
- F. The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- G. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed by all of his rights prior to the commencement of the interrogation.
- H. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.
- I. In the interest of internal security and fairness to the employee under investigation, the City, insofar as is legally permissible, agrees to make no conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the employee under investigation, or

any organization or person representing said employee makes public statements or allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

- J. Upon payment of the cost involved, an employee under investigation may obtain a copy of any written statement he has executed.
- K. The City agrees that no adverse action will be taken against any employee who exercises the rights provided for in this Article.
- L. An employee under investigation shall submit to a polygraph examination by a polygraph operator chosen by the Chief of Police, if said employee and the Chief, or his designee, agree to the same prior to examination.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

2. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next higher step.

3. Grievances shall be presented in the following manner:

Step 1: The employee shall first take up his grievance with his immediate supervisor within five (5) days of the occurrence of the event(s) which gave rise to the grievance. This first step (between the employee and his immediate supervisor) shall be on an informal and oral basis and shall not involve the Employee Organization or any other representative of the employee;

Step 2: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the employee and shall next be taken up with his Division Commander. Such grievance shall be presented to the Division Commander in writing, within five (5) days of the deadline date for completion of Step 1. The Division Commander shall, within seven (7) days

after presentation of the grievance for such longer period of time as is mutually agreed upon, render his decision on the grievance in writing;

Step 3: Any grievance which cannot be satisfactorily settled with the Division Commander shall next be taken up with the Chief of Police, or his designee, either through a representative of the Employee Organization and the employee, or by the employee himself at the employee's option. The grievance as specified in writing in Step 2 shall be discussed by and between the employee (or the representative of the Employee Organization and the employee) and the Chief of Police, or his designee, within five (5) days after the completion of Step 2. The Chief of Police, or his designee, shall within seven (7) days after this discussion (or such longer period of time as is mutually agreed upon), render his decision in writing, with a copy to the Employee Organization;

Step 4: In the event the employee is not satisfied with the disposition of the grievance in Step 3, he shall have the right to appeal the Chief of Police's decision to the Mayor or his designee within seven (7) days of the date of issuance of the Chief of Police's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee, or, at the employee's option, the representative of the Employee Organization, requesting that the Chief of Police's decision be reversed or modified. The Mayor shall, within ten (10) days of the appeal (or some longer period of time as it mutually agreed upon) render his decision in writing with a copy to the Employee Organization.

4. Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, if the grievance is directly between the Employee Organization and the Department or the City, or if the grievance concerns discipline, such grievance shall be presented in writing directly to the Chief of Police within ten (10) days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be signed by the aggrieved employees or the president or the representative of the Employee Organization. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Steps 3 and 4.

5. It is recognized that the City has an existing Personnel Appeals Board procedure for the resolution of grievances concerning discharge, suspension, demotion, or other disciplinary actions. Accordingly, the parties agree that any employee may, at his/her option, pursue a grievance over discharge, suspension, or demotion through the procedures of the Personnel Appeals Board or through the grievance procedure set out in this Article. In the event that the employee elects to use the grievance procedure to pursue a grievance over discharge, suspension or demotion, the arbitration procedures set forth in this Article shall also apply. The selection of one of the two available procedures (i.e., the grievance procedure or the Personnel Appeals Board procedure) shall waive or otherwise foreclose the employee's right to pursue the grievance through the other available procedure.

6. In the event a grievance processed through the grievance procedure has not been resolved at Step 4, above, either party may request that the grievance be submitted to arbitration within fifteen (15) days after the Mayor, or his designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names

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from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.

7. The City and the employee (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 and shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.

8. Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the City Commission for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Commission for the funding

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of this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

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

10. The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

11. No part-time, limited term or temporary employee shall be entitled to utilize the grievance and arbitration procedures set forth in this collective bargaining agreement.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

1. The City agrees to continue an experimental 12 hour work schedule for sworn police officers assigned to Road Patrol. This experimental work schedule shall not apply to those sworn officers assigned to the Detective Division, Community Policing, Training and Dispatch unless otherwise authorized by the Police Chief. It is agreed that the City will maintain the experimental work schedule for a duration to be determined by the City. The experimental schedule may be modified by the City, in its sole discretion, at any time. In the event there is a conflict between the number of days and the number of hours referenced in this contract because of the experimental 12 hour shift, the number of hours will be used. Further, the City may terminate the experimental schedule at any time. It is also understood and agreed by the parties that such decision by the City to modify or terminate the aforesaid work schedule shall not be subject to the grievance/arbitration procedure contained in this Agreement, unfair labor practice proceedings or state and/or federal court proceedings. PBA and employees covered under this Agreement expressly waive any right to pursue any complaint regarding the modification or termination of the aforesaid work schedule through the aforesaid forums or any other forum.

2. The City has adopted a Section 207(k) plan, pursuant to the Fair Labor Standards Act, for members of the bargaining unit, utilizing a fourteen (14) day work period with a maximum hour standard of 86. The usual work period for employees covered by this Agreement shall be eighty (80) hours in a fourteen (14) day work period. Hours actually worked in excess of eighty (80) hours in a given fourteen (14) day period, or actual hours worked plus annual leave, or other paid authorized leave (excluding sick leave in excess of eighty (80) hours in a given fourteen (14) day work period,

shall be compensated at the rate of time and one-half the employee's regular straight time rate of pay, except as set forth below:

Overtime or comp time at time and a half will be paid for all hours worked in excess of eighty (80) in the work period except as follows:

Training time (not to exceed six (6))*

*The six (6) hours maximum for training hours (i.e., Training, Conferences, Schools or Staff Meetings) shall be increased for any time off with pay (excluding sick leave) received during the applicable fourteen (14) day work period. For example, if the individual was paid for eight (8) hours vacation leave, then the maximum shall be increased from six (6) to fourteen (14) hours.

3. Overtime shall be scheduled and assigned within the sole discretion of the City.
4. The City, in its sole discretion, shall administer all aspects of the fourteen (14) day work period, and may promulgate policies, procedures or rules regarding the aforesaid work period as it deems appropriate. Moreover, the City may, in its sole discretion, change the work period of employees covered hereunder as it deems appropriate. In such event, the City may promulgate such policies, procedures or rules as it deems appropriate.
5. Nothing herein shall require the payment of straight time in excess of the length of the employee's normal shift. For purposes of this Article, an insubstantial amount of time shall be considered any period of time less than one-quarter (1/4) hour.

6. If an employee covered by this Agreement is called out to work any time outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of time and one-half his regular straight time rate of pay, except that an employee ordered to report for duty early when contiguous to his normal working hours shall not be entitled to three (3) hours of minimum pay but will be paid normal overtime pay, if applicable under paragraph 2 of this Article and subject to the last sentence of this paragraph. If the employee is required to hold-over for any reason when contiguous to his normal tour of duty, it will be considered an extension of the shift, entitling the employee to normal overtime pay, if applicable under paragraph 2 of this Article and subject to the last sentence of this paragraph. An employee who has not worked eighty (80) hours in an appropriate fourteen (14) day period will be compensated for the callout at his regular straight time rate.

7. The aforementioned minimum callout compensation and the other provision of paragraph 6 of this Article shall apply to required off-duty appearances as a subpoenaed witness in the Federal, Circuit, County and/or Municipal Courts on pending criminal, civil, or traffic cases where the employee is involved as a witness (in his official police capacity), arresting officer, and/or investigating officer.

8. No supervisor or official shall take action to cause the non-payment of straight time or time and one-half in circumstances wherein the employee covered by this Agreement has performed work, which entitles him to payment of straight time or time and one-half. Nothing herein shall restrict the City or the Department from altering work schedules or taking any other action to reduce the number of overtime, court time or callout hours worked by the employees covered by this Agreement.

9. Insofar as possible, employees covered by this Agreement shall be given ninety-six (96) hours notice of any change in their regular hours worked. Further, insofar as possible, the Department will avoid scheduling an employee to work on continuous shifts.

10. The aforementioned minimum callout compensation and the other provision of paragraph 6 of this Article shall also apply where the employee is required, at the direction of the Department, to report to an assembly point (e.g., staging area) during his off-duty hours to await a call to duty.

11. Employees covered by this Agreement shall follow the directive to be issued by the Chief of Police with regard to the acceptance of payment of subpoena (including deposition fees). The Department reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance at and duration of off-duty court appearances and deposition appearances. Strict compliance with any procedure or system so instituted by the Department shall be a condition precedent to obtaining compensation for an off-duty court appearance under paragraphs 5 and 6 above.

12. Employees who are required to make off-duty appearances as a subpoenaed witness in a Federal, Circuit, County and/or Municipal Court on a pending criminal, civil or traffic case wherein the employee is involved as a witness in his official police capacity, arresting officer, and/or investigating officer, will be compensated for travel time to the courthouse. To facilitate the compensation of court travel time, it is agreed that travel time to the Fort Lauderdale Central Courthouse shall be computed at thirty (30) minutes each way, and travel to the North Satellite Courthouse shall be computed at fifteen (15) minutes each way. Employees who are required to attend off-duty training will be compensated for travel time to the training location. The appropriate travel time computation shall be determined by the Chief.

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13. Employees who are required to stand by for court appearances as a subpoenaed witness in a Federal, Circuit, County and/or Municipal Court on a pending criminal, civil or traffic case wherein the employee is involved as a witness in his official police capacity, arresting officer, and/or investigating officer shall be compensated at the agreed rate of \$6.00 per hour for said standby time.

14. Overtime worked shall be paid in the period in which it is earned and reported to the finance department. Overtime hours not reported timely to the finance department shall be paid with the next payroll cycle.

ARTICLE XIV

AUTHORIZED USE OF PRIVATE AUTOMOBILES

Any employee authorized to use his private automobile in the performance of his City duties will be compensated at the rate per mile established by the State of Florida for mileage reimbursement. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and the place of assignment, whichever is shorter. In the event mileage is calculated from the employee's residence to a place of assignment, there shall be deducted from the mileage the distance between the employee's residence and the station house before calculating any compensated mileage. Mileage shall not be paid for commuting to and from the regular duty station, nor shall mileage be paid for travel to and from off-duty court appearances and/or off-duty shooting range appearances, if such off-duty appearances are compensated in accordance with Article XIII (Hours of Work and Overtime).

ARTICLE XV

UNIFORM AND ALLOWANCE

Section 1: Uniformed members of the bargaining unit shall receive a uniform upon their appointment. The uniform shall consist of:

One (1) uniform jacket;

Four (4) summer trousers;

Five (5) summer uniform shirts;

One (1) summer hat;

One (1) badge;

One (1) name tag;

One (1) whistle;

Leather goods (excluding shoes);

Accessories, to include handcuffs,
handcuff case, cartridge case and
shells;

One (1) flashlight;

One (1) raincoat;

One (1) pair of gloves;

One (1) rain hat and/or rain head cover; and

Spare batteries as needed.

Section 2: Sworn police officers who are assigned to the Detective Bureau shall receive a clothing allowance of \$500 annually. Payment shall be made on a semi-annual basis.

Section 3: Uniformed members of the bargaining unit shall receive a clothing maintenance allowance of \$37.50 per month. Payment shall be made on a semi-annual basis.

ARTICLE XVI

SERVICE AWARDS

The City shall provide a system for awards for various degrees of service -- from saving lives to awards for courtesy. These awards will be in the form of letters of commendation from the Chief of Police or from the City Commission.

ARTICLE XVII

VEHICLES AND SAFETY EQUIPMENT

The City will make a good faith effort to maintain police vehicles and safety equipment in proper working order. Police vehicles operated by the City shall comply with the standards and requirements of applicable state statutes governing motor vehicle safety equipment.

ARTICLE XVIII

DUES CHECK-OFF

Any member of the Employee Organization, who has submitted a properly executed dues authorization card or statement to the Mayor or his designee in accordance with a format prescribed or approved by the City may, by request in writing have his membership dues in the Employee Organization deducted from his wages. Dues shall be deducted each bi-weekly pay period, and shall, thereafter, be transmitted to the Employee Organization. However, the City shall have no responsibility or any liability for any monies once sent to the Employee Organization, nor shall the City have any responsibility or any liability for the improper deduction of dues. Further, the Employee Organization shall hold the City harmless for non-intentional errors in the administration of the dues deduction system.

It shall be the responsibility of the Employee Organization to notify the Mayor or his designee of any change in the amount of dues to be deducted at least sixty (60) days in advance of said change. Under no circumstances shall the City be required to deduct Employee Organization fines, penalties, or assessments from the wages of any member.

Any member of the Employee Organization may, on thirty (30) days' written notice to the City, withdraw from membership in the Employee Organization and the City shall cease deducting dues from his wages.

The parties agree that a reasonable cost of administering this check-off provision is a \$.25 per deduction per member and that the City shall withhold this amount from the dues deductions made.

ARTICLE XIX

WAGES

Effective October 1, 2006 employees covered by this Agreement shall be compensated according to the attached salary schedule (Exhibit A).

If a patrolman is promoted to sergeant during the term of this Agreement, he shall receive a salary five percent (5%) higher than the highest paid patrolman in the Department.

The parties understand and agree that the attached salary schedule (Exhibit A) is negotiated only for the three (3) year term of this collective bargaining agreement and that there shall be no continued right to any further wage increases after September 30, 2009, unless hereafter specifically negotiated.

ARTICLE XX

ASSIGNMENT PAY DETECTIVE/CORPORALS/FIELD TRAINING OFFICER

An employee who is assigned as a Detective shall receive assignment pay in the amount of fifty-five dollars (\$55.00) per month in addition to his/her salary as provided in the attached salary schedule (Exhibit A). An employee who is assigned as a Detective Sergeant shall receive assignment pay in the amount of seventy-five dollars (\$75.00) per month in addition to his/her salary as provided in the attached salary schedule (Exhibit A). An employee who is assigned as a corporal shall receive assignment pay in the amount of forty-five dollars (\$45.00) per month in addition to his/her salary as provided in the attached salary schedule (Exhibit A). An employee who is assigned as a Field Training Officer shall receive assignment pay of \$1.50 per hour in addition to his/her salary as provided in the attached salary schedule (Exhibit A), only for those hours while such employee is actually performing Field Training Officer duties.

ARTICLE XXI

BULLETIN BOARDS

The City shall permit the Employee Organization to post documents on a bulletin board at a location in the Police Station approved by the Police Chief. The copy of each notice to be posted shall be transmitted to the Chief of Police, prior to posting, for his approval or rejection. Such approval or rejection shall be within the sole discretion of the Chief of Police.

ARTICLE XXII

TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

Employees covered by this Agreement who are temporarily assigned to a higher rank for at least four (4) consecutive hours shall receive five (5) percent additional compensation beyond the wages of their regular rank for the time spent working in the higher rank. This includes Corporals assigned as the Acting Sergeant while working a twelve (12) hour shift. If the employee serves for a period less than four (4) consecutive hours, he shall receive no additional compensation beyond the wages of his regular rank.

ARTICLE XXIII

DISABILITY BENEFITS

Employees covered by this Agreement will receive disability benefits as provided in the City's Employee Handbook.

ARTICLE XXIV

MAINTENANCE OF EXISTING POLICY

The City shall maintain its existing policy with respect to chronic sick leave policy, annual military leave, leaves of absence, and defense of lawsuits against officers, with the exception of punitive damage claims which shall be the responsibility of the individual officer as to defense and payment.

ARTICLE XXV

FUNERAL LEAVE

An officer may be granted, upon approval of the Police Chief, time off with pay, not to exceed a maximum of three (3) consecutive working days (24 working hours) in the event of a death in the officer's immediate family.

- A. An officer's immediate family shall be defined as wife, husband, son, daughter, brother, sister, father, mother, grandparents, or other member of the household. (Household shall mean the person's legal residence, i.e., voter registration address, driver's license address, receipt of regular mail, etc.). It is further defined to include father, mother and grandparents of a current spouse or a deceased spouse to whom the officer was married at the time of the demise of the deceased spouse, step relations (step-children, grandchildren, father-in-law, mother-in-law, brother-in-law, grandparents, spouse's grandparents or other relative domiciled in the employee's home who are the employee's dependents.
- B. Funeral leave will not be charged to an officer's vacation or sick leave.
- C. Proof of death within the immediate family, as defined above, may be requested by the Police Chief before compensation is approved.
- D. In the sole discretion of the Police Chief, an officer may receive funeral leave with pay for up to two (2) additional days.

ARTICLE XXVI

PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS

Except as specifically provided herein, neither party hereto shall be permitted to re-open or re-negotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

The City, in its sole discretion, may re-open this Agreement for the sole purpose of negotiating additional provisions, or modifications of existing provisions thereto where new federal or state legislation (or regulations) has created a hardship upon the City in implementing any of the terms of this Agreement. In that case, the parties, at the City's request, shall promptly meet to negotiate such new provisions, or revisions of existing provisions, as would alleviate the hardship upon the City.

ARTICLE XXVII

LIFE INSURANCE

The survivors of employees covered by this Agreement who suffer an on-the-job accident death are eligible for insurance benefits provided by Florida Statutes.

ARTICLE XXVIII

SICK LEAVE

1. Except as specifically provided in this Article, rate of accrual and all other aspects of sick leave shall be governed by the City's personnel rules and regulations, with the following exception: The total number of hours allowed to accrue will be seven hundred fifty (750). Five hundred twenty (520) hours shall be allowed to accrue for the purpose of payment for accumulated sick leave, pursuant to paragraph 2 below. The additional two hundred thirty (230) hours shall be allowed to accrue for purposes of legitimate sick leave use, but shall not be allowed to accumulate for purposes of payment for accumulated sick leave pursuant to paragraph 2 below.

2. In the event an employee covered by this Agreement voluntarily resigns from employment with the City, with a minimum of two (2) weeks' notice to the City, the employee shall receive payment for accumulated sick leave in accordance with the following schedule:

- (a) After ten (10) years of continuous service -- fifty percent (50%) of accumulated sick leave;
- (b) Upon retirement -- at age 55 or later with at least ten (10) years of continuous service -- seventy-five percent (75%) of accumulated leave.
- (c) After twenty (20) years of continuous service or death -- one hundred percent (100%) of accumulated sick leave. In the event of death, payment shall be made to the deceased's estate.

3. Employees covered by this agreement will be eligible to receive up to three days (24 hours) of bonus vacation time in exchange for the current year net unused sick leave in excess of 80 hours. This calculation will be performed when the sick leave account is balanced as of the last pay

period in the calendar year. For every hour added to the vacation accrual register, an hour will be deducted from the sick leave accrual register. After the transfer is completed, the current year net sick leave balance earned will equal 80 hours.

4. Employees with 80 hours or less of current year net unused sick leave are not eligible for the bonus vacation time.

5. After the calculation in paragraph 3 above, any employee who has a positive balance in the net current year sick leave account and more than 520 accumulated sick leave hours will be eligible to “sell-back” the portion of the current year net unused sick leave account greater than 520 hours.

6. The rate for the hours sold will be 50% of the employee’s current hourly rate.

7. All hours sold as part of the “sell-back” will be subtracted from the employee’s sick leave register.

ARTICLE XXIX

CROSS-TRAINED OFFICERS

1. For fiscal years 2006-2007, 2007-2008 and 2008-2009, the City agrees to pay only those officers who were cross-trained and had successfully matriculated through the fire academy program, as of September 30, 2006, and who were actually serving as a cross-trained officer as of September 30, 2006, a supplement in the amount of One Thousand Eight Hundred Dollars (\$1,800.00). Payment shall be made in twenty-six (26) installments. Employees who are not on full-duty status as a result of a disability shall receive the cross-training pay for a period not to exceed ninety (90) days. This limitation period shall not apply to employees who are assigned to other duties by the City, such as FBI training, or assigned in cooperation with other law enforcement agencies. No other officers shall be eligible for such supplements. No additional employees shall be eligible for such payments.

2. The parties understand and agree that the foregoing provisions regarding fiscal years 2006-2007, 2007-2008 and 2008-2009, are negotiated for said fiscal years and that there shall be no continued right to any further such payments after September 30, 2009, unless hereafter specifically negotiated.

ARTICLE XXX

LONGEVITY

Commencing October 1, 2006, the following longevity plan shall be in effect:

- a. After completion of eight (8) consecutive
 years of service \$350.00

- b. After completion of fifteen (15) consecutive
 years of service \$700.00

- c. After completion of twenty (20) consecutive
 years of service \$1000.00

Such payments shall not be cumulative, i.e., an employee who has completed eight (8) or more years of consecutive service shall receive \$350.00 annually through completion of his fourteenth year of consecutive service. After completion of his fifteenth year of consecutive service, he shall receive \$700.00 annually through completion of his nineteenth year of consecutive service, but shall not receive \$700.00 in addition to \$350.00 annually.

ARTICLE XXXI

INSURANCE

1. The City shall provide life and hospitalization insurance for all bargaining unit employees.

a. The City shall pay \$135.42 per month (\$1625.00 per year) towards dependent coverage for those employees who elect single-parent (employee/children) or couple (employee/spouse) dependent coverage under the City's hospitalization plan, for the duration of this Agreement. Employees shall pay the remainder of dependent coverage premiums.

b. The City shall pay \$200.00 per month (\$2400.00 per year) towards dependent coverage for those employees who elect full family (employee/spouse/children) dependant coverage under the City's hospitalization plan, for the duration of this Agreement. Employees shall pay the remainder of dependent coverage premiums.

2. The City shall pay 50% of the value of the primary single health insurance premium to all full-time employees who annually complete and satisfy the requirement of the City's affidavit to decline health insurance coverage (Exhibit B).

ARTICLE XXXII

DRUG AND ALCOHOL POLICY

1. The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on the City government, the image of City employees, and the general health, welfare and safety of employees and the general public at large. Accordingly, it is in the best interest of the parties to negotiate over the subject of drug and alcohol use and testing.

2. The City and the (hereafter, the "Policy") Union have negotiated a Drug and Alcohol-Free Workplace Policy and Work Rules pursuant to the provisions of the Florida Drug-Free Workplace Program, as provided in Section 440.102, Florida Statutes (1991), and the regulations of the Florida Department of Labor and Employment Security, Division of Workers' Compensation, Rules 38F-9.001, et seq., Florida Administrative Code (1991). The Policy is incorporated herein and made a part of this Agreement. The City's Policy prohibits illegal drug use and alcohol abuse which might affect employees in the performance of their duties. The policy gives the City the right to test job applicants and employees under certain circumstances. All employees must comply with the requirements of the Policy, and will be subject to appropriate disciplinary action up to and including discharge, as provided in the Policy in the event of non-compliance with the Policy.

3. A copy of the Policy will be distributed to all current employees and will be given to all newly hired employees.

4. In the event that legislation or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug-Free Workplace Program, or which may enable the City to reduce the cost or limit the increase in the cost of health, life, liability or workers' compensation insurance premiums, the City may change the drug and

alcohol policy, if such changes will enable the City to remain in compliance with state law and/or regulations or will result in a reduction in the cost or limit the increase in the cost of health, life, liability or workers' compensation insurance premiums. The City will inform the Union in writing at least sixty (60) days prior to instituting any such change in the Policy, prior to any such implementation.

5. The City and Union agree that a random drug testing program is adopted for all sworn police officers. The random drug testing program will be pursuant to the provisions of the Drug-Free Workplace Program requirements as provided in Florida Statutes (2002) Section 44.102.

Up to 50% of all bargaining unit employees may be randomly tested for drugs/alcohol each calendar year. No employee shall be required to take more than two random drug/alcohol tests each calendar year. Refusal to comply with an order to submit to such a test will constitute the basis for disciplinary action up to and including dismissal. Any positive test for drugs and alcohol will constitute a basis for disciplinary action up to and including dismissal. When an employee is notified that he/she has been selected to take a random drug/alcohol test, the employee will report to the testing center within 2 hours after notification. An employee on vacation or sick leave will not be selected to take a random test.

The selection process will be based on using a combination of the last digit of the social security numbers and the birth months of employees. A number from 0 to 9 will be randomly drawn. A month of the year will be randomly drawn. An employee will be required to take a drug test when both the last number of their social security number and their birth month are selected. The selection process will continue until there is a match. The City and Union will mutually decide how the numbers and months of year are drawn. A Union representative will be present at the selection of the number and month.

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6. The City and the Union agree that any issue or grievance arising from the implementation of the Policy shall be heard by an arbitrator, pursuant to the grievance and arbitration article of this Agreement.

ARTICLE XXXIII

ATTENDANCE AT MEETINGS

Two Employee Organization representatives shall be granted a total of forty-eight (48) hours with pay per fiscal year during the duration of this agreement to attend the annual state and national conventions and other meetings as required by the Employee Organization. All hours taken by the representatives pursuant to this Article shall be counted together and, so counted, shall not exceed forty-eight (48) hours.

ARTICLE XXXIV

EDUCATIONAL BENEFITS

In an effort to assist permanent full-time Officers covered by this Agreement, where practical and feasible, to participate in training or educational programs designed to strengthen their abilities, which in turn directly benefits the Department by assisting them in performing their duties, the City shall provide employees certain terms and conditions as follows:

A. To be eligible to participate in the Educational Benefits Program, a newly hired member must have achieved permanent status by successfully completing the probationary period.

Member will be eligible for City reimbursement for the costs of books and tuition in the following manner:

1. In order to be considered for the Educational Benefits Program, all course work must be properly approved prior to the beginning of the class by the Police Chief.
2. Members desiring reimbursement must submit a written request for approval from the Chief of Police.
3. Reimbursement will be for courses leading to college or post graduate degrees.
4. Limitation on reimbursement shall be \$1500 per fiscal year.
5. When a member completes the approved course work, it is their responsibility to submit copies of the grades and tuition receipts to the Chief of Police. The reimbursement procedure for tuition and books for law enforcement related courses will consist of the following:
 1. 100% reimbursement when a grade of "A" is earned.
 2. 75% reimbursement when a grade of "B" is earned.

3. 50% reimbursement when a grade of “C” is earned.
4. 75% reimbursement for successfully completing pass/fail courses.
5. If the accredited institution only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of “B.”

ARTICLE XXXV

ANNUAL LEAVE

1. In lieu of separate accruals for vacation benefits, paid holidays, and discretionary leave, employees covered by this agreement shall receive one combined accrual called annual leave.

2. (Note: By way of explanation, previously an entry-level employee would have been eligible for 104 vacation hours (13 days, 88 holidays hours (11 days), and 40 discretionary hours (5 days) for the first four years of employment). Effective October 1, 2002, the employee will receive annual leave equal to 232 hours (29 days) which will accrue on a pro rata basis using an hourly factor of .1115.

3. Beginning with the fifth year of employment the annual leave of 232 hours will be increased to 258 hours (32.25 days) which will accrue on a pro rata basis using an hourly factor of .1240.

4. Beginning with the tenth year of employment the annual leave of 258 hours will be increased to 284 hours (35.5 days) which will accrue on a pro rata basis using an hourly factor of .1365.

5. Schedules for annual leave shall be subject to the approval of the Police Chief and be based upon needs of the department.

6. Annual leave accounts will be balanced as of the last pay period in the calendar year and any leave time in excess of 240 hours shall be forfeited. Bargaining unit members who have made reasonable attempts to use excess accruals and have been denied said requests shall submit a written response to the Chief of Police for authorization to carry excess accruals into the next calendar year.

ARTICLE XXXVI

TAKE HOME VEHICLES

The parties agree that a market adjustment of \$2400.00 will be paid for fiscal years 2006-2007, 2007-2008 and 2008-2009. It is understood and agreed that such payments will not be included in the calculations for either the ICMA retirement plan or the defined benefit pension plan. Such payments will be made on a monthly basis.

It is further agreed and understood by the parties that the aforesaid market adjustment payments contained in this Article are negotiated only for the three (3) year term of this collective bargaining agreement and that there shall be no continued right to any such market adjustment payments after September 30, 2009.

ARTICLE XXXVII

RETIREMENT

1. For employees who participate in the ICMA retirement plan, the City agrees to make its contribution at fourteen percent (14%) of the employer's base salary.

2. For employees who participate in the defined benefits pension plan, the City agrees to continue the current defined benefit pension plan.

ARTICLE XXXVIII

HOLIDAYS

1. The method and circumstances of compensation for the City recognized official holidays shall be governed by the Personnel Rules and Regulations, unless modified by this agreement.

a. Employees who actually work on the City recognized holidays of July 4th, Thanksgiving, Christmas and New Years Day shall receive one-and-one half (1-1/2) hours of pay for all hours worked on that day in addition to the benefits in Article 35 – Annual Leave.

ARTICLE XXXIX

TERM OF AGREEMENT

Upon formal adoption by the City Commission and execution by the parties, this Agreement shall become effective and shall remain in full force and effect until September 30, 2009.

BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION

CITY OF LIGHTHOUSE POINT

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT A

WAGES

1. Employees covered by this Agreement shall receive a four percent (4%) wage adjustment effective October 1, 2006, a four percent (4%) wage adjustment effective October 1, 2007, and a four percent (4%) wage adjustment effective October 1, 2008.

**CITY OF LIGHTHOUSE POINT
POLICE UNION GRADE STEP TABLE**

	2006-2007	2007-2008	2008-2009
PATROLMAN			
STEP 0	43,791	45,543	47,365
STEP 1	45,982	47,821	49,734
STEP 2	48,280	50,211	52,220
STEP 3	50,694	52,722	54,830
STEP 4	53,229	55,358	57,573
STEP 5	55,890	58,125	60,450
STEP 6	58,685	61,033	63,474
STEP 7	61,619	64,084	66,647
SERGEANT			
STEP 0	64,699	67,287	69,979
STEP 1	67,935	70,652	73,478
STEP 2	69,633	72,419	75,315
STEP 3	71,374	74,229	77,198

2. All step raises shall occur at one year intervals from the date of hire or the date of promotions, as the case may be.

3. It is further specifically agreed and understood by the parties that the wage table and anniversary salary adjustments contained in this Article are negotiated only for the three (3) year term of this collective bargaining agreement and that there shall be no continued right to any wage increases or anniversary salary adjustments occurring after September 30, 2009.