

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF WILTON MANORS**

**AND**

**THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION**

**FOR A THREE YEAR TERM**

**10/1/2011 TO 9/30/2014**

**2013 Reopener Provisions**

The following Article of the parties 2011-2014 are amended:

ARTICLE 23 HOSPITAL MEDICAL/DENTAL

- 23.1 Effective 11/1/2014, employees of the bargaining unit may participate in the HDHP plan the City offers to the City's general employees.
- 23.2 The City will pay 100% of the employee only premium for employees in the HDHP.
- 23.3 The City contribution toward an employee Health Savings Account (HSA) is a variable amount, established annually by the City Commission. The Union waives bargaining over future modifications during the term of this Agreement provided Union employees receive the same benefit as non-union employees .

ARTICLE 27 SICK LEAVE

- 27.1 The City agrees to the following policy regarding sick leave for all employees covered by this Agreement for the duration of this Agreement.
- 27.2. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but rather as a privilege which shall be allowed upon proper notification to the Department Head or City Manager. Sick leave is only to be used in cases of necessity and actual sickness or disability of the employee, or because of serious illness in his/her immediate family. Immediate family shall be defined as mother, father, sister, brother, wife, husband, son or daughter and domestic partner as defined by City ordinance. Further, sick leave shall also be used to meet dental appointments, physical examinations or other health preventative measures.
- 27.3. First year of employment: Ten (10) working days per year accrual on a bi-weekly basis .0385 per regular hours per pay period.
- 27.4. After one year's service: Twelve (12) working days per year accrued on a bi-weekly basis .0462 hours per pay period.
- 27.5 A qualified employee of the City of Wilton Manors who has been continuously employed for at least ten (10) years or more shall be entitled upon resignation, retirement, or permanent total disability to be paid an amount equal to fifty (50%) percent of the total number of accumulated sick hours up to a maximum of 480 hours. A qualified bargaining unit employee of the City of Wilton Manors who has been continuously employed for at least twenty (20) years shall be entitled upon the earlier of entering into the DROP, resignation, retirement (actual separation from service), or permanent-total disability to be paid an amount equal to one hundred (100%) percent of the total number of accumulated sick hours up to a maximum of 480 hours. Additional hours shall accumulate after an employee enters into the DROP until separation from service, but those hours may only be used for sick and any accrued hours remaining at time of separation will not be paid. Upon the death of a bargaining unit member, the employee's beneficiary shall be entitled to be paid an amount equal to the total number of accumulated sick hours at the employee's current rate of pay.
- 27.6. Once each year each full time employee who has a minimum of eighty (80) hours accrued time as of the last payroll date in October shall have the right to sell back up to thirty (30) hours of earned time. The payout of accrued sick leave will be at the employee's current hourly rate of pay as of the preceding

September 30<sup>th</sup>. The election to receive a payout shall be made no later than October 15<sup>th</sup> and shall be requested on a form provided by the Human Resource Department. Payout of sick leave will be made the first pay period after November 1<sup>st</sup> of that year.

27.7. Sick leave shall be charged in half-hour increments.

27.8. Thirty (30) hours of accrued time benefit may be bought back annually.

ARTICLE 28 ANNUAL LEAVE (VACATION)
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28.1 During an employee's first year of service with the City, he/she accumulates vacation hours at the rate of .0193 times the number of regular (excluding overtime) hours worked during the pay period. After completing one (1) full year of employment with the City of Wilton Manors, vacation time is credited as follows:

1 -5 Years of Service	.0385 x regular hrs. per pay period
after 5 Years through 10 Years of Service	.0577 x regular hrs. per pay period
after 10 Years of Service	.0770 x regular hrs. per pay period

28.2 An employee wishing to use vacation time must submit a written request to his/her Department Head. Vacation time shall be assigned based on the Department's needs and an employee's seniority.

28.3 Vacation time may be used as it is accrued. It is, however, the policy of the City that all employees are encouraged to utilize accrued vacation leave on an annual basis. To this end accrual of vacation leave in excess of two hundred and fifty (250) hours is not permitted without approval of an employee's department director and the City Manager. Approval of any such request shall only be granted in the event that an employee has been denied the time off for vacation as a result of City work requirements. Unless approval has been granted in accordance with the foregoing, all vacation hours in excess of two hundred fifty (250) hours shall be forfeited on December 31st of each year.

28.4 It will be the responsibility of the member to monitor the biweekly accrual leave printout throughout the year to insure vacation leave is used in a timely manner.

28.5 Once each year For the third and final year of the CBA and not after the expiration if the parties are still bargaining a successor CBA, each full time employee shall have the right to sell back up to thirty (30) hours of unused annual leave (vacation) time. The payout of accrued annual leave will be at the employee's hourly rate of pay as of the preceding September 30<sup>th</sup>. The election to receive a payout shall be made no later than October 15<sup>th</sup> and shall be requested on a form provided by the Human Resource Department. Payout of annual leave will be made the first pay period after November 1<sup>st</sup> of that year.

28.6 Thirty (30) hours of accrued time benefit may be bought back annually.

**ARTICLE 30 WAGES**

30.1 Effective October 1, 2013, the pay range for bargaining unit positions will be adjusted so that each bargaining unit member will receive a 1% base wage adjustment over their 9/30/13 base pay. In addition to the foregoing wage increase, bargaining unit employees are eligible for a one time additional wage adjustment of 0, 2, 3, or 4 % based on the employees performance score for fiscal year 2013-14. The conversion from score to percentage wage increase shall be as follows:

Below satisfactory	0 (no additional increase)
Satisfactory	2%
Above satisfactory	3%
Outstanding	4%

30.2 No employee will receive a wage adjustment if such adjustment would take the employee over top out pay. If an employee is below top at the time they earn a performance based increase, the percentage increase will be applied to take the employee to top out pay and the balance of the increase paid as a lump sum, not to exceed \$1500.00. If an employee is at or above top out pay at the time of their performance evaluation, the employee will not receive a base wage adjustment but will be paid a lump sum amount of \$1500.00.

30.3 If no successor CBA is ratified by September 1, 2014, the City has no duty to appropriate for or provide wage adjustment of any kind after September 30, 2014, except adjustments resulting from promotion or assignment.

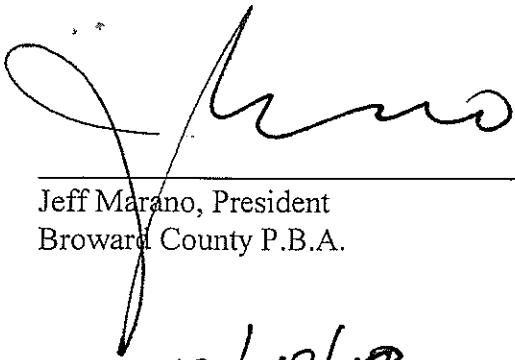
**ARTICLE 31 TAKE-HOME VEHICLES**

31.1 The City will continue the take home vehicle program for sworn bargaining unit members as vehicles become available and the program will be implemented within the time of this contract. All bargaining unit members who participate in the take home vehicle program will sign and adhere to the Department's Personally Assigned Vehicle Program (PAVe), Policy 306 and must provide a certificate of insurance listing the City as an additional insured indicating the member has obtained a rider (minimum \$100,000/\$300,000) to his/her personal insurance policy providing coverage for off duty use of the City vehicle.31.2 Bargaining Unit Members who are assigned a take home vehicle will be charged an annual surcharge, deducted from pay on a monthly basis as follows, measured from station to place of residence, with two (2) miles subtracted uniformly from all the total distances:

0-10 miles round trip	\$30.00 per month
10-20miles round trip	\$40.00 per month
20-30 miles round trip	\$50.00 per month
Over 30 miles round trip	\$75.00 per month

31.3 There is no monthly surcharge for bargaining unit employees who have a permanent place of residence within the municipal boundaries of the City of Wilton Manors.

SIGNATURE PAGE




Jeff Marano, President  
Broward County P.B.A.

12/17/13

Date

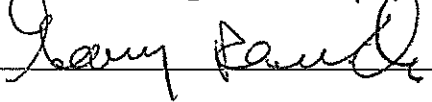
Ratified by the Bargaining Unit on 22 day of Nov, 2013



Joseph L. Gallegos, City Manager  
City of Wilton Manors, FL

December 10, 2013

Date



Mayor

City of Wilton Manors, FL

December 10, 2013

Date

Ratified by the City Commission on the 10 day of December 2013