CITY OF MARGATE, FLORIDA

RESOLUTION NO. 19-007

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, RATIFYING COLLECTIVE BARGAINING AGREEMENT WITH THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION (LIEUTENANTS AND CAPTAINS) FOR THE PERIOD FROM OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, ratifies the Collective Bargaining Agreement with the Broward County Police Benevolent Association (Lieutenants and Captains) for the period from October 1, 2018, through September 30, 2021.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said contract on behalf of the City of Margate, a copy of said contract being attached and specifically made a part of this resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 30th day of JANUARY, 2019.

ATTEST:

JOSEPH J. KAVANAGH
CITY CLERK

MAYOR ANTHONY N. CAGGIANO

RECORD OF VOTE

Simone	YES
Arserio	YES
Schwartz	YES
Ruzzano	YES
Caggiano	YES

COLLECTIVE BARGAINING AGREEMENT

FOR THE PERIOD

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021

BETWEEN

THE

CITY OF MARGATE, FLORIDA

AND

THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

(LIEUTENANTS AND CAPTAINS)

APPROVED BY RESOLUTION: 19-007
DATED: 01/30/2019

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND THE POLICE BENEVOLENT ASSOCIATION, LIEUTENANTS AND CAPTAINS, OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021.

TABLE OF CONTENTS

ARTICLE NUMBER	ARTICLE TITLE	PAGE NUMBER
1	PREAMBLE	2
2	RECOGNITION	3
3	TERMS OF AGREEMENT	4
4	REPRESENTATION OF THE UNION	5
5	PBA BUSINESS	6
6	DUES CHECKOFF	8
7	NON-DISCRIMINATION	9
8	PROHIBITION OF STRIKES	10
9	ORDERS	11
10	MANAGEMENT RIGHTS	12
11	EQUIPMENT AND MAINTENANCE	15
12	CIVIL SUITS	16
13	SENIORITY	17
14	WORK WEEK AND OVERTIME	18
15	WAGES	22
16	JOB RELATED INJURY AND ILLNESS	25
17	BEREAVEMENT LEAVE	28
18	HOLIDAY LEAVE	29
19	LEAVE OF ABSENCE	33
20	MILITARY LEAVE	34
21	SICK LEAVE	36
22	VACATION LEAVE	40
23	INTERNAL AFFAIRS INVESTIGATIONS	49
24	NOTICES OF COUNSELING/LETTERS OF REPRIMAND/ PERSONNEL FILES	52
25	GRIEVANCE AND ARBITRATION PROCEDURE	53
26	HEALTH AND LIFE INSURANCE	57
27	HIGHER EDUCATION	61
28	ASSIGNMENT	62
29	TAKE HOME VEHICLES	63
30	PHYSICAL EXAMINATIONS	65
31	PERSONAL LEAVE	68
32	SAVINGS CLAUSE	72

ARTICLE 1

PREAMBLE

This agreement is entered into by the City of Margate, Florida, hereinafter referred to as the "City"; and the Broward Police Benevolent Association, hereinafter referred to as the "PBA", for the purpose of promoting harmonious relations between the City and the PBA 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: Pursuant to and in accordance with the applicable provisions of Chapter 447, Florida Statutes, 1974, as amended, the City of Margate, hereinafter referred to as "City", recognizes the Broward County Police Benevolent Association, Inc. (PBA), 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 PBA bargaining unit shall consist of all law enforcement officers employed by the City of Margate Police Department in the classifications of lieutenant and of captain only.

ARTICLE 3

TERMS OF AGREEMENT

Section 1: The term of this agreement shall be from October 1, 2018 through September 30, 2021, or reopened before this date, in accordance with Florida State Statute 447.4095 regarding financial urgency.

Section 2: It is understood and agreed that this agreement constitutes the total agreement between the parties. No term or condition of this agreement shall be amended, except by the mutual written consent of the parties as they may from time to time agree.

Section 3: The parties agree to meet during or about July of the appropriate year prior to the expiration of this agreement to negotiate a new contract.

ARTICLE 4

REPRESENTATION OF THE UNION

Section 1: The President of the Broward County PBA and/or the person(s) designated in writing by said President, shall have full authority to conclude an agreement on behalf of the union, subject to a ratification vote of members of the bargaining unit.

A. It is understood that the PBA President or designated person is the official representative of the union for the purpose of negotiating with the City. Negotiations entered into with any person other than those defined in this article, regardless of position or standing with the PBA, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obliging the PBA.

ARTICLE 5

PBA BUSINESS

Section 1: One PBA official shall be granted time off with pay and no loss of benefits to attend local or state meetings, or other official PBA functions. For the purpose of this article, PBA official shall be defined as either the Bargaining Unit Representative or the Alternate Bargaining Unit Representative.

A. The time off provided for in this Article shall not exceed fifty-six (56) hours per year and may be used in whole hour increments of one (1) hour or more.

B. After the fifty-six hours are expended, the PBA official may be granted necessary additional time off by using her/his accumulated leave for vacation, holiday, or compensatory time, or through unpaid leave. The additional time off may be granted at sole discretion of the City Manager, or designee.

Section 2: The individually affected PBA official shall submit a request for any time off provided by this article in writing to the City Manager through the chain-of-command at least three (3) days prior to a local meeting and at least ten (10) days prior to an out-of-area meeting.

Out-of-area shall be defined as more than one hundred (100) miles from Margate.

Section 3: The above sections shall apply when the PBA official is on duty. The above sections shall not apply when the required attendance at any local or out-of-area meeting falls on the PBA official's day off.

Section 4: The PBA may designate up to two (2) bargaining unit members to act in an official capacity as a member of the PBA Negotiating team during the course of collective bargaining agreement negotiations.

A. A designated member who attends said negotiations while on duty shall be granted time-off at no loss in pay or benefits.

B. A designated member who attends said negotiations while off duty shall not be entitled to any additional compensation.

Section 5: Time-off provided for by any section of this article may be denied based on the staffing concerns and operational needs of the Police Department as determined by the City Manager, or designee.

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 6

DUES CHECKOFF

Section 1: An authorized officer of the PBA shall notify the City in writing as to the amount of the initial membership dues payment.

A. Any subsequent changes in the amount of the membership dues will be similarly certified to the City at least one month in advance of the effective date of such change.

Section 2: A member may authorize payroll deductions for the purpose of paying PBA membership dues. A member shall not be permitted to authorize a payroll deduction for payment of initiation fees, assessments or fines.

A. The member shall be able to revoke the payroll deduction for paying the membership dues by so notifying the City Human Resources Department in writing.

Section 3: Membership dues shall be deducted bi-weekly and such dues deducted shall be remitted to the treasurer of the PBA within thirty (30) days. The PBA will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City for complying with the provisions of this article.

ARTICLE 7

NON-DISCRIMINATION

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

Section 2: The PBA shall 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 or national origin, as provided by law.

ARTICLE 8

PROHIBITION OF STRIKES

Section 1: The PBA 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 employee 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 employee 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 9

ORDERS

Section 1: The City shall provide to each member a copy of any new departmental orders of the Margate Police Department formulated subsequent to the execution of this agreement within thirty (30) days of adopting same.

A. The copy of any new Order shall be disseminated to the member in a timely manner, via electronic transmitted digital copy.

B. The City shall provide a copy of any new Order to the PBA offices in a timely manner.

ARTICLE 10

MANAGEMENT RIGHTS

Section 1: The PBA 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, and its own regulations and provisions of ordinance and policy including, 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, promotional probation, or disciplinary probation status 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 descriptions 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 11

EQUIPMENT AND MAINTENANCE

Section 1: A member who incurs any breakage or damage to the member's uniform, equipment or personal belongings authorized to be carried or worn in the line of duty shall have said item replaced at no cost to the member, or value of same compensated to said member at the discretion of the Chief and City Manager, except in the case of the member's neglect.

Section 2: A member who loses or has stolen portions of her/his uniform, equipment or personal belongings authorized to be carried or worn in the line of duty, may have said items replaced at no cost to the employee, at the discretion of the Chief and City Manager.

Section 3: A member shall receive an allotment of $1,100 for each fiscal year covered under this contract for clothing replacement, dry-cleaning and laundry.

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.

B. To ensure a neat, presentable, and professional appearance expected of an accredited police department, a member shall replace the member's designated uniform of the day i.e., shirt and pants at a minimum of every other year, unless otherwise required by the Chief. The City reserves the right to take appropriate measures to effect said replacement.

ARTICLE 12

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 his/her 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 attorney's fees, over and above those provided by the City of Margate if the member secures additional counsel, including counsel provided for by the PBA.

ARTICLE 13

SENIORITY

Section 1: Excluding the provisions of Section 3 of this Article, Seniority shall first be computed based on continuous accumulated paid service with the City, and then from the date of appointment in each rank.

Seniority shall accumulate during any compensated absence from duty.

Section 2: Vacation leaves shall be drawn by members on the basis of seniority preference, subject to the staffing and/or operation needs of the department as determined by the discretion of the Chief of Police, or designee.

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

ARTICLE 14

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. The normal number of hours of work during a regular pay period shall vary based on the member's normal work schedule as assigned by the Police Chief.

1. The normal work 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 PBA meeting leave.

Section 2: Except as otherwise provided in this Article, a member who works in excess of the normal number of hours for a regular pay period 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.

B. Effective upon ratification of this agreement, sick leave and personal leave shall not be used in the calculation of overtime as hours worked 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: The City shall establish the hours of work at the sole discretion of the Chief of Police. The City agrees that work schedules will not normally be changed or altered to avoid payments of overtime.

Section 4: Court appearance compensation:

A. 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 the City shall be compensated for the actual time spent in court.

B. 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.

C. 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.

D. 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: Off-duty call back compensation:

A. 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 one hour at one and one-half (1-1/2) times the member's regular hourly rate of pay.

B. 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 rate of pay.

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.

Section 6: A member who is required by the Chief of Police to attend an off-duty training session shall be compensated for a minimum of two (2) 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 7: 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 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 8: 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 9 : On October 1 of each year covered under this agreement, a member shall receive a lump sum of forty (40) hours of administrative leave which shall be available on a use or lose basis by September 30 of the year in which the leave is received.

A. A member's request for the use of administrative leave shall not be unreasonably denied. Except where specifically addressed in the first paragraph of this section, the provisions for the request and use of said hours shall be the same as those applicable to annual leave.

Section 10: A member of the bargaining unit who makes a felony arrest while off duty shall receive eight (8) hours compensatory time in addition to any hourly pay rate that may apply as contained in this Agreement.

ARTICLE 15

WAGES

Section 1: Salaries for members who are covered by this agreement shall receive a 2% cost of living adjustment (COLA) as follows: As of October 1, 2018, the salaries for Lieutenants and Captains shall be as follows:

Lieutenant	$122,353
Captain	$132,477

A. As of October 1, 2019, the salaries for Lieutenants and Captains shall be as follows:

Lieutenant	$124,800
Captain	$135,126

B. As of October 1, 2020, the salaries for Lieutenants and Captains shall be as follows:

Lieutenant	$ 127,296
Captain	$ 137,829

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 as an active special response team member.

B. 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 3: The City shall provide a shift differential payment as an incentive to be compensated 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 per shift for the amount of shifts scheduled in the pay period.

B. Excluding Road Patrol personnel, a member assigned to any shift that begins at or after 3:00 p.m., and who works more than half of that shift 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, and shall be issued in the same manner as the member's regular paycheck.

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. Such longevity payment shall not be included as part of the member's annual base salary, and shall be pro-rated and paid-biweekly outside of the member's annual base salary.

C. An employee hired on or after October 1, 2010 shall not be entitled to the longevity benefits stated in this section.

Section 5: All members of the bargaining unit shall be compensated $80.00 per month for cell phone use.

ARTICLE 16

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.

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 the Florida Statute 440 shall be paid by the City the difference between the wage loss benefits mandated by Florida Statute 440.15 and the employee'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 of the City Code.

If at any time prior to one (1) year from the above stated date the City and the PBA 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 of the date of the member's death.

A. The member shall designate her/his beneficiary (ies). The member shall be solely responsible for personally hand-delivering the beneficiary information 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 from 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.

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.

C. In the event that the member owes the City for used but not earned vacation leave; and/or sick 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 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 ended 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.

ARTICLE 17

BEREAVEMENT LEAVE

Section 1: A member who suffers the death of an immediate family member shall be granted bereavement leave of three (3) days. Bereavement leave shall be with full pay and shall not be deducted from the member's vacation or sick leave.

A. A member may request to use personal leave, annual leave, and/or compensatory leave to cover a bereavement leave-related absence beyond three (3) days.

B. 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.

C. A member shall submit a written bereavement leave request to the Chief of Police via the chain-of-command as soon as possible denoting the requested leave dates.

Section 2: The City reserves the right to require from a member reasonable documentation (e.g., Death Certificate) supporting all approval of bereavement leave upon the member's return to regular duty.

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 18

HOLIDAY LEAVE

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, each member of the bargaining unit who works a shift of less than ten (10) hours shall receive a credit of a total of ninety-six (96) compensable holiday leave hours.

On the first day of each fiscal year covered under this agreement, each member of the bargaining unit who works a shift of ten (10) or more hours shall receive a credit of a total of one hundred and twenty (120) compensable holiday leave hours.

A. A member who is credited with or receives holiday leave 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 leave 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 leave hours pro-rated, based on the number of declared holidays recognized for the management personnel of the Police Department remaining in the fiscal year.

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

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 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.

2. A member shall:

a. use holiday leave in whole increments of eight hours; however, the Police Chief or designee shall have the discretion to waive the minimum increment use requirement; and

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

c. except in the case of FMLA leave, not use holiday leave hours in lieu of sick leave.

The Police Chief or designee shall have the discretion to waive the minimum increment use requirement.

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

Section 5: A member shall use the holiday leave 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 leave 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 leave 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, is 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 leave hours or reimburse the City for used but not earned holiday leave 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 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 leave as defined in this article shall 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 19

LEAVE OF ABSENCE

Section 1: A member may request through the chain of command a leave of absence without pay for a period not to exceed five (5) consecutive days.

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

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

— 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 20

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. The member shall not be entitled to keep any monies received from the military.

Section 2: A member who is on duly authorized military leave of absence to attend summer camp for any two (2) to four (4) week period shall maintain all regular employment benefits 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 attends summer camp 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 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 21

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 14, 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 in every day. In such situations, a written statement from the member's physician as to the duration of time the member will be out shall suffice.

Section 5: A member who becomes ill 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 use first her/his accumulated sick leave, then her/his accumulated vacation leave, and then her/his accumulated holiday leave. At the mutual agreement of the City and the member, the member, after first exhausting all accumulated sick leave, accumulated annual leave, and accumulated holiday leave, may 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: 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 8: 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 sick leave available to the member at the time of the member's death, subject to the provisions of Section 11 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 10 of this article shall not apply to an event covered under this specific section.

Section 9: 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 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 11 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 10 of this article shall not apply to an event covered under this specific section.

Section 10: 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 11: 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 10 above and Article 31 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 22

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.

D. Beginning with the first pay period of each year of this agreement and ending with the last pay period of that same year, a member who has completed more than twenty years of full-time employment with the City and who has not been out on non-FMLA sick leave for more than one work day during the previous contract year ending September 30, shall accumulate a maximum of 7.6924 hours of vacation leave per regular pay period for that contract year.

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 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 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; and

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

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 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.

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 who has reached or exceeded the vacation leave hour cap on September 30 of a given year should use at least one hundred percent (100%) of the total vacation leave hours the employee earns each fiscal year.

B. 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.

C. 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 1st.

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 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 of the City Code, upon the 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 21 Section 10 and in Article 31 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 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 investigation shall be postponed for not more than forty-eight (48) hours in order to afford the member the opportunity to secure counsel or representation.

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

C. 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.

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

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

F. 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.

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

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

I. The City, the PBA, 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.

J. Should a member receive disciplinary action as a result of an internal investigation and/or interrogation, the member shall serve at least the first thirty 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 thirty hours are served to satisfy each disciplinary action.

K. 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.

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

M. 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.

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

O. 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

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 may file a written response within five (5) days of the issuance of same. If the member so requests, such written notice shall be included in the member's personnel file.

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.

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 25

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 employee with or without a PBA Representative shall discuss a grievance or dispute with the immediate 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 PBA 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 PBA Representative and/or the aggrieved employee shall appeal the grievance or dispute to the next higher authority, in writing within five (5) working days after the immediate supervisor's response is due. The higher authority shall respond within five (5) working days.

For any matter addressed in Step 1 or Step 2 of this grievance procedure, the Chief of Police shall maintain the right to review and approve or deny any decision suggested by any supervisor prior to the member being notified of the supervisor's decision.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the PBA Representative shall present a written appeal to the Chief of Police within five (5) working days after higher authority's response is due. The Chief of Police shall respond within ten (10) days in writing.

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

Arbitration Referral

A. If the employee grievance is not resolved at Step 4, the PBA shall, within five (5) calendar days, submit a request for arbitration to the City Manager.

B. In general grievance, either the PBA or the City may request to take the issue or grievance to arbitration.

C. Within ten (10) calendar days after the day of receipt of arbitration request, the aggrieved employee and/or the PBA 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 American Arbitration Association (AAA) by the Labor Relations Officer.

Within ten (10) calendar 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 her/him.

G. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the PBA and the City.

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

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

I. The arbitrator shall be requested to render her/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 PBA may file a "class action" grievance, providing such filing specifically identifies the class/members to whom such grievance applies. Further, the PBA need not have each member of the class signify his/her participation in the formal submission of grievance, providing the PBA 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 or otherwise modified by mutual agreement of the parties in writing. Any grievance brought by the union or an employee who 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 26

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 health insurance premium rate cost under the City's current group health plan options shall be split 80% paid by the City and 20% paid by current employee members. For retirees under age 65, the premium rate shall be split 65% paid by the City and 35% paid by the retiree. For retirees aged 65 or older, the retiree shall pay 100% of the premium rate.

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.

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 of 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.

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 plans or programs that are 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 individual for the coverage provided by the federal law known as COBRA shall be determined by the City.

ARTICLE 27

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 undergraduate or graduate (including Doctorate and Juris Doctorate degree) level courses related to the field of law enforcement, public administration, business administration or fields directly related thereto, including special certificate/degrees related to computer technology. The PBA will use the City's Tuition Assistance Program.

Section 2: Reimbursement by the City for tuition for approved course work shall not exceed a total obligation to the City of $20,000 per fiscal year.

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 28

ASSIGNMENT

Section 1: Members of the bargaining unit temporarily appointed by the Chief of Police to perform a task(s) considered in addition to their essential job functions, may at the sole discretion of the Chief of Police with approval of the City Manager, be approved for pay, not to exceed 1.5% of base salary for the time performing said assignment.

A member shall not be entitled to receive more than one assignment payment.

No more than six assignments are authorized for the bargaining unit.

Section 2: Members of the bargaining unit temporarily filling in for, in an acting capacity, a position in a higher rank shall be entitled to a ten percent (10%) differential provided that the employee shall work in the higher rank or position for the full shift. The Chief of Police shall designate any such assignment.

ARTICLE 29

TAKE HOME VEHICLES

Section 1: All current members who are covered by this Collective Bargaining Agreement on the date of its ratification and who reside in Broward County shall have the use of a take home vehicle subject to the General Orders of the Police Department.

Section 2: A member hired into the position on or after October 1, 2012, and who 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: Personal use of the vehicle shall be restricted to the confines of Broward County only, in accordance with the General Orders of the Department. 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.

Section 4: No passenger shall be permitted to ride in a vehicle being operated for personal use unless so approved, in advance, by the Police Chief. In emergency situations, passengers shall be permitted, in accordance with applicable General Orders of the Department, without prior approval. This Section does not apply to City of Margate employees.

Section 5: A passenger who is to ride in a vehicle being operated for City business outside of Broward County, shall sign, in advance, a written waiver.

Section 6: 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 30

PHYSICAL EXAMINATIONS

Section 1: An annual comprehensive physical examination by a City designated physician will be given to each lieutenant and captain so as to allow the physician to render a certificate indicating the respective police officer is fit for duty. Said 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:	Rates; 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. A PSA test shall be made available to each member as part of the annual physical examination. The City shall pay 50% of the cost charged to the City; the member is solely responsible for the remaining 50%, with that amount to be paid at the time the PSA test is administered.

b. The portion of the physical examination that consists of the prostate, vaginal, and internal rectal examination, shall be optional to the member. However, in such situations, the member shall sign a waiver form and submit that form to the Police Administration for processing.

Section 2: In the event an employee does not receive satisfactory results from taking said physical examination, and those results demonstrate that the employee cannot perform his/her full job requirements, then said employee shall be subject to Section 30-79 of the City Code.

Section 3: 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 which are prescribed by said ophthalmologist or eye specialist if the officer would need these glasses to perform his or her respective duties.

Section 4: Upon the recommendation of the Chief of Police, with the approval of the City Manager, an employee 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 employee. Any employee 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 31

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. For a member whose regular work week consists of five (5) eight (8) hour shifts, 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.

B. 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. For a member whose regular work week consists of four (4) ten (10) hour or longer shifts, 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 30 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 ~~16 ¼-79~~ 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 21 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.

Section 13: It is the intent of the parties that any time-off from work for the purpose of personal 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 32

SAVINGS CLAUSE

Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a 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.

WHEREFORE, in accordance with Florida Statute 447.309(1), the undersigned parties, through their respective authorized representatives, sign this Agreement this 30th day of January, 2019.

CITY OF MARGATE

Samuel A. May, City Manager

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION
(Lieutenants and Captains Bargaining Unit)

PBA Counsel

#3198
PBA Representative

ATTEST:
Joseph J. Kavanagh, City Clerk

APPROVED AS TO FORM:

James Cherof, Interim City Attorney

Ratified by the City Commission by Resolution # 19-007 on January 30, 2019

Ratified by ~~FOP~~ PBA bargaining unit on _____, 2019