

COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027

BETWEEN

THE CITY OF MARGATE, FL

AND

THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

(POLICE OFFICERS AND SERGEANTS)

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ARTICLE I

PREAMBLE

This agreement is entered into by the City of Margate, Florida, hereinafter referred to as the "City"; and the Broward County 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: The City of Margate, hereinafter referred to as "City" recognizes the Broward County Police Benevolent Association, Inc. as exclusive bargaining agent for the purpose of presenting proposals relative to salaries, health, safety and other conditions of employment for the employees of the City of Margate as hereinafter described.

Section 2: The certification by the Florida Public Employees Relations Commission, Certification No. 2009 and as a result thereof, the City of Margate recognizes the Union (P.B.A.) as the exclusive collective bargaining representative of all sworn employees in the classifications of patrolman and sergeant as stated below.

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

EXCLUDED: All other employees of the City of Margate.

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

ARTICLE 3
DUES CHECKOFF

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

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

Section 3: Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Broward County Police Benevolent Association, Inc., 2650 West State Road 84, Ft. Lauderdale, FL 33312, or the PBA's designee 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 on account of payroll deduction of PBA dues.

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

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

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AUTHORIZATION FOR PAYROLL DEDUCTION

_____, hereby authorize my employer, the City of Margate, to withhold from my regular pay check the amount of my dues to the Broward County Police Benevolent Association, Inc. and transmit it to the Broward County Police Benevolent Association, Inc 2650 West State Road 84, Fr. Lauderdale, FL 33312. I understand that I may terminate this authorization by notifying the City of Margate and the Broward County Police Benevolent Association, Inc., in writing, thirty (30) days in advance. Furthermore, this authorization shall only be in effect so long as the Broward County Police Benevolent Association, Inc., is the Bargaining Agent and I am a member of the Bargaining Unit.

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

I authorize payroll deduction to be made to the Broward County Police Benevolent Association, Inc., 2650 West State Road 84, Ft. Lauderdale, FL 33312. Those deductions are to be taken out on a bi-weekly basis and payment will be made to the PBA monthly. The deduction will be in the amount of \$ ____ bi-weekly.

Signature: _____

Date: _____

ARTICLE 4

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. This time off shall not exceed fifty-six (56) hours per year and may be used in increments of less than four (4) hours, and shall be used in increments not less than one (1) hour. After the fifty-six hours are expended, one PBA official may be granted necessary time off by use of vacation, compensatory time, or unpaid leave subject to approval of the Chief. For the purpose of this section, PBA official shall mean: Department Representative or Alternate, or County Representative. Additional time may be granted with approval of the Chief.

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

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

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

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

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

ARTICLE 5

PBA REPRESENTATION

Section 1: Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the PBA shall consist of not more than four (4) representatives. The PBA will furnish the City with a written list of PBA's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

Section 2: The names and shift assignments of all PBA representatives and PBA agents shall be given in writing to the City Manager as well as any change in such list prior to the effective date of their assuming duties of office. Such notification shall be made by an officer of the PBA.

Section 3: PBA representatives shall be allowed to communicate official PBA business to members prior to on-duty roll call and following off-duty roll call.

Section 4: PBA representatives and agents may be permitted to discuss PBA business with members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties and service to the community. PBA representatives may discuss PBA business with other members or their representatives so long as this conduct does not interfere with the PBA representatives normal work duties.

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Section 5: One copy of special orders, general orders or training bulletins affecting a majority of PBA unit members shall be made available to the PBA at no charge.

Section 6: Special conferences on important matters will be arranged between the officers of the PBA and the administrative head of the Department of Police or his designated representative upon the request of either party. Special conferences will be called by department management to notify the officers of the PBA of anticipated major changes in working conditions. This special conference is for purposes of notice only and is not to seek the approval of departmental policy but is for the purposes of input by PBA only and said input shall not be binding on the City. Said input shall, however, be considered by the City in implementation of policy. The officers of the PBA shall be informed of the matters to be taken up in the special conferences and the PBA representatives shall be limited to no more than two at any one conference.

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

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

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

Section 10: It is the intent of the parties that any time-off from work for the purpose of PBA representation as defined in this article, shall not be included as hours worked for the City of

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

ARTICLE 6

INDIVIDUAL RIGHTS

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

ARTICLE 7

NON-DISCRIMINATION

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

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

ARTICLE 8

ORDERS

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

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

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

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

ARTICLE 9

SAFETY

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

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

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

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

ARTICLE 10

TAKE HOME VEHICLES

Section 1: Members residing in Broward County shall enjoy the privilege of the use of a take home vehicle in accordance with the General Orders of the Police Department.

Section 2: Those members residing outside of Broward County as of 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 without a monthly charge for this distance. Use of a take home vehicle exceeding beyond the Broward County jurisdiction line to the south, to the west, or the thirty (30) mile straight-line rule to the north shall be charged the monthly amounts as listed in Section 3.

Section 3: Members residing outside of Broward County who are not grandfathered in to the thirty (30) mile straight-line provision in Section 2 of this Article and who reside in Miami-Dade or Palm Beach County shall enjoy the privilege of the use of a take-home vehicle in accordance with the General Orders of the Police Department. Any member who moves outside of Broward, Miami-Dade, or Palm Beach County shall immediately forfeit the use of their take home vehicle. Any member who resides outside of Broward County will be charged a monthly amount as follows:

1. Distance from residence to Broward County line between 1 and 30 miles: \$50
2. Distance from residence to Broward County line between 31 and 45 miles: \$70
3. Distance from residence to Broward County line over 45 miles: \$100

The use of a take home vehicle shall not exceed beyond Broward, Miami-Dade, or Palm Beach County. It is the responsibility of the member to notify the Police Fiscal Affairs Manager and City Human Resources Director if an address change impacts the monthly charges listed above. No retroactive refunds will be made.

ARTICLE 11

SENIORITY

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

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

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

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

Section 4: Members assigned to the Patrol Division will be given the opportunity to indicate their preference of shift hours, established by the department, presently early or late Alpha or early or late Bravo. On or about April 1st, members will submit a shift preference form to the scheduling committee which will indicate the member's desired shift hours in priority order, subject to the Chief's approval. Shift hours will be based upon the operational needs of the department, a member's preference, and seniority as a sworn law enforcement officer

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of the City. Should a member's shift hours not be honored, for any reason other than seniority considerations, department management will discuss the reason(s) with the member's that his/her seniority was not honored prior to the involuntary assignments. The decision of the chief or his designee shall be final. Unless otherwise agreed, involuntary assignments will be a maximum duration of six (6) months.

ARTICLE 12

SERVICE AWARDS

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

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

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

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

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

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

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

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

ARTICLE 13

SUBSTITUTE EMPLOYMENT

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

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

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

ARTICLE 14

MANAGEMENT RIGHTS

Section 1: The 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 the following but are not limited to the following:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15

TEMPORARY UPGRADING

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

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

ARTICLE 16

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

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

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

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

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

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

Step 1: The aggrieved member with or without a PBA Representative shall discuss a grievance or dispute with the member's immediate on-duty supervisor within seven (7) calendar 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 seven (7) calendar 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 member shall appeal the grievance or dispute to the intermediate supervisor, in writing within seven (7) calendar days after the immediate supervisor's response is due. The intermediate supervisor shall respond within seven (7) calendar days.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the PBA Representative and the aggrieved member shall appeal the grievance to the Bureau Commander of the Division/Unit concerned within seven (7) calendar days after the intermediate supervisor's

response is due. The Bureau Commander shall respond, in writing, within seven (7) calendar days.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, the PBA Representative shall present a written appeal to the Chief of Police within fourteen (14) calendar days after the Bureau Commander's response is due. The Chief of Police shall respond within fourteen (14) calendar days in writing to the PBA.

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

Step 5: If the grievance has not been satisfactorily resolved in Step 4, the PBA Representative shall present a written appeal to the City Manager within fourteen (14) calendar days, after the Chief's response is due. The City Manager shall respond, in writing, within fourteen (14) calendar days to the PBA Representative.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the discipline is a suspension or termination, it shall be presented directly to the Chief of Police or his/her designee, at Step 4 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1, and signed by the aggrieved employees or the PBA representative on their behalf.

Arbitration Referral:

A. If the member grievance is not resolved at Step 5, the PBA shall, within fourteen (14) calendar days, submit a request for arbitration to the City Manager.

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

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C. Within fourteen (14) calendar days after the day of receipt of arbitration request, the aggrieved member 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 from a metropolitan list shall be requested from the Federal Mediation and Conciliation Services (FMCS). Within fourteen (14) 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 him.

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

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.

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

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

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

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

M. The 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 by the parties in writing. Any grievance brought by the union or a member which does not meet the time limits specifically shall be deemed conclusively abandoned. Any time limit not met by management shall automatically advance to the next step.

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

ARTICLE 18

BULLETIN BOARDS AND MISCELLANEOUS

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

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

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

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

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

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

ARTICLE 19

BEREAVEMENT LEAVE

Section 1: Any member who suffers the death of an immediate family member shall be granted bereavement leave of three (3) days for a death which occurs in the state and five (5) days for an out of state death. This leave shall be with full pay and shall not be deducted from the member's vacation or sick leave. For purposes of this paragraph, an immediate family member shall be defined as: spouse and child of the member; mother, father, brother, sister, grandparent, grandchild, step-parent, and stepchild of either the member or the member's spouse.

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

Section 3: It is the intent of the parties that any time-off from work for the purpose of bereavement leave as defined in this article shall be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

ARTICLE 20

CIVIL SUITS

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

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

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

ARTICLE 21

NOTICES OF COUNSELING/LETTERS OF REPRIMAND/PERSONNEL FILES

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

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

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

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

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

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

ARTICLE 22

LEAVE OF ABSENCE

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

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

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

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

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

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

Section 2: It is the intent of the parties that any time-off from work for the purpose of leave of absence as defined in this article, shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

ARTICLE 23

INTERNAL AFFAIRS INVESTIGATIONS

Section 1: The City hereby recognizes and agrees to follow Florida Statute 112.532 and 112.533 also known as the Law Enforcement Officer's Bill of Rights in instances when members are under investigation.

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

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

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

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

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

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

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

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

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

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H. 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.

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

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

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

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

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

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

Section 2:

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

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

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

ARTICLE 24

MILITARY LEAVE

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

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

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

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

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

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

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

ARTICLE 25

EQUIPMENT AND MAINTENANCE

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

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

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

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

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

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

Section 4: A member shall receive an allotment of \$1,210 for clothing replacement, dry-cleaning and laundry for each fiscal year covered under this contract.

A. One half of the clothing allowance shall be paid the first pay day of December and the second half shall be paid the first pay day of June. New members must have completed twelve (12) months of service to be eligible for clothing allowance.

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

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

ARTICLE 26

MILEAGE

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

ARTICLE 27

PAID PARENTAL LEAVE

Section 1: A member may receive up to twelve (12) workweeks of Paid Parental Leave Policy as provided in the City policy for the purpose of caring for a newborn, newly adopted, or newly placed foster child/children. This leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

A. Members must have been employed with the City for at least twelve (12) months.

While the twelve months do not need to be consecutive, the member must have worked at least 1,250 hours during the twelve consecutive months immediately preceding the date the leave would begin.

B. The member must have given birth to a child, have adopted a child, or been placed with a foster child. The adopted or foster child must be age 17 or younger. The adoption of a new spouse's child is excluded from Paid Parental Leave.

C. Prior to using Paid Parental Leave, the member agrees to work for the City for twelve (12) weeks after the day on which paid parental leave concludes. The twelve (12) week work obligation is a fixed time period, regardless of the amount of leave used by the member.

(1) The work obligation may be waived based on a serious health condition of the member, or the newly born/placed child, but, in the case of the member's serious health condition, only if the condition is related to the applicable birth or

placement. It may also be waived for circumstance beyond the member's control.

The City Manager may waive the work obligation if an member is unable to return to work because of the continuation, recurrence, or onset of a serious health condition of the member or the newly born/placed child, but only if the condition is related to the applicable birth or placement. In order to waive the work obligation, the employee must provide supporting documentation.

(2) The service agreement will note the possible need to provide reimbursement to the City of Margate if an member fails to meet the required work obligation; however, that reimbursement requirement cannot be applied in certain circumstances, and the City may choose to not apply it in other circumstances. The reimbursement is equal to the total amount of any Employer contribution the City paid to maintain the member's health insurance coverage under the City's Employees Health Benefits Program during the period that paid parental leave was used. If the City determines that reimbursement must be made, it must seek collection of the full amount. There is no authority for a partial waiver of the amount owed.

The City may not require the reimbursement (i.e. may issue a mandatory waiver of the reimbursement) if the City determines that the member is unable to return to work for the required 12 weeks because of:

(a) The continuation, recurrence, or onset of a serious health condition of the member or the child whose birth or placement was the basis for the paid

parental leave, but, in the case of the member's serious health condition, only if the condition is related to the applicable birth or placement; or

- (b) Any other circumstance beyond the member's control.

Before the City can make a determination on whether to impose (or to waive) the reimbursement, the member must submit supporting certification by a healthcare provider if the member claims that (1) a serious health condition (of the member or the child whose birth or placement entitled the member to paid parental leave) makes the member unable to fulfill the necessary work requirement; or (2) another individual's health condition prevents the employee's fulfillment of the work requirement.

Section 2: Eligible members will receive a maximum of 12 weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 12-week total amount of paid parental leave granted for that event. In addition, in no case will a member receive more than 12 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

- A. The City of Margate will measure the 12-month calendar year according to a rolling 12-month period measured backward from the date the employee takes leave. Each time a member takes leave, the City will compute the amount of leave a member has taken under this policy in the previous 12-month year and subtract it from the 12 workweeks of

available leave, and the balance remaining is the amount a member is entitled to take at that time.

B. Whenever an eligible member takes paid parental leave, the member is eligible to receive the member's regular base rate of pay according to the following schedule:

First four (4) weeks	100%
Second four (4) weeks	50%
Third four (4) weeks	25%

C. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

D. Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the member. Paid parental leave may not be used or extended beyond this 12-month time frame.

E. The number of Paid Parental Leave periods a member may take is unlimited over the duration of employment with the City, but shall not exceed a maximum of 12 weeks of paid parental leave within the 12-month period immediately following the birth, adoption or placement of a child/children granted.

F. If both parents are City employees, each employee is entitled to take up to the 12 week leave period, and they may take their leave period concurrently, subsequently, or in any other combination but not to be taken intermittently (exception may be granted at the discretion of the City Manager).

G. Members must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame (i.e. there are no carryover provisions for unused paid parental leave). No payment may be made for unused paid parental leave or paid parental leave that has expired.

H. Upon termination of the individual's employment at the City, the employee will not be paid for any unused paid parental leave for which the employee was eligible.

Section 3: Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply.

A. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

B. After the first four (4) weeks of paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued sick, vacation and personal time supplemental to the prorated portion of the remaining parental leave paid by the City. Upon exhaustion of accrued sick, vacation and personal time, any

remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

Section 4: A member may take unpaid FMLA leave under the City's FMLA Policy before the birth or placement to cover certain activities related to the birth or placement but cannot substitute paid parental leave for those pre-birth/placement FMLA unpaid leave periods. If a member invokes FMLA to receive unpaid leave prior to the birth or placement of a child, this time also will count towards the 12 weeks allowable per 12-month period of paid parental leave.

- A. The City will maintain all CBA benefits for members during the paid parental leave period just as if they were taking any other paid leave such as paid vacation leave or paid sick leave.
- B. A member who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the member is on paid parental leave as if the member were on FMLA-qualifying leave.

Section 5: Members must provide at least thirty (30) days advance notice of the intent to take paid parental leave to their supervisor and the Human Resources Department when the need is foreseeable. When thirty (30) days' notice is not foreseeable, the member must provide notice as soon as practicable. The member must complete the necessary HR forms and provide all documentation as required by the HR Department to substantiate the request.

- A. A member who wishes to invoke entitlement to paid parental leave by invoking FMLA (and therefore using paid parental leave instead of unpaid leave under FMLA), must:

- 1) complete a Paid Parental Leave Request Form;
- 2) sign the Agreement to complete 12-Week Work Obligation;
- 3) include any appropriate supporting documentation for the use of paid parental leave;
and
- 4) provide the documents to the HR Department.

B. Members seeking paid parental leave shall complete the "Request for Paid Parental Leave" form and submit it to the Human Resources Department, stating the reason for the request, and the anticipated beginning and ending dates of the requested leave. The City will make a determination of the member's eligibility and qualification and approve or deny the request for paid parental leave.

C. When medical emergencies are involved, notice may be given in person or by telephone, and may be given by the member's spouse or other family member if the member is unable to do so due to a serious health condition. Written notice cannot be required in the case of a medical emergency. The "Request for Paid Parental Leave" form must be completed as soon as practicable.

D. When requesting paid parental leave, members may be required to furnish to the employer documentation sufficient to verify the basis of the leave covered event. This may include a birth certificate, a court order finalizing adoption or placement of a foster child, and/or FMLA paperwork. In all cases, a member is required to submit FMLA paperwork to the Human Resources Department. In the event this documentation is not provided within six (6) weeks of when it becomes available to the member, the member must reimburse the

City for all paid parental leave compensation that the member has received from the City pursuant to this Policy.

E. Members on paid parental leave are to comply with the CBA leave policies, are precluded from outside employment while on the leave and may, if necessary, be required to submit additional documentation to further substantiate the leave.

Section 6: Once it has been determined that paid parental leave will be granted, the Human Resources Department will notify the member in writing within seven (7) business days absent extenuating circumstance, as to whether or not the leave will be designated as paid parental leave, and provide the member with a copy of their signed Agreement to complete 12-Week Work Obligation notice detailing the specific expectations of the employer, which explain any consequences of a failure to meet these obligations.

ARTICLE 28

WORK WEEK AND OVERTIME

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

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

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

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

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

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

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B. Sick leave and personal leave shall not be used in the calculation of overtime as hours worked for sick leave and personal leave taken within a pay period. Vacation leave, bereavement leave, holiday leave, and use of accrued compensatory time used within a pay period shall be included in the calculation of hours worked within a pay period.

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

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

B. A member who is off-duty but who is called back to work to receive notice of a disciplinary action shall 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.

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

Section 4: A member who is off-duty but who is required to appear as a witness in a criminal or civil proceeding as a result of the member's employment with City shall be

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compensated for the actual time spent in court. The member shall not be entitled to portal-to-portal pay. If a member's appearance in court or civil proceedings is cancelled within 90 minutes of the assigned start time the member shall be compensated for one hour at one and one-half (1 1/2) times the member's regular hourly rate of pay.

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

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

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

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

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

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

Section 8: Reserved

Section 9: A member who is required by the Police Chief to attend an off-duty training session shall be compensated for a minimum of three (3) hours at the rate of time and one-half of that member's regular hourly rate of pay, subject to the provisions of Section 2 above.

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

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

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

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

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

A member who is on duty on the shift during which daylight savings time ends shall forfeit one (1) hour of pay at the member's regular hourly rate; however, in such situations the member shall have the option to utilize any type of accrued leave other than sick leave or sick bank leave to replace that forfeited hour.

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

Section 14: Effective beginning October 1, 2016, a member shall receive a lump sum of forty (40) hours of administrative leave which shall be available for Police Proficiency Training Maintenance on a use or lose basis by September 30 of each respective year.

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

ARTICLE 29

HIRING PRACTICES AND JOB DESCRIPTIONS

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

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

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

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

- A. An initial screening of an E.M.I.T. test (enzyme multiplied immunoassay technique);
- B. If the result of the above test is positive, the unit member shall be required to take a gc/ms test (gas chromatography/mass spectrometry).
- C. Should both of the above tests provide positive, the bargaining unit member considered for promotion:

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

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

ARTICLE 30

HOLIDAY COMP

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

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

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

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

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

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

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

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

2. A member may:

a. use holiday comp in one (1) hour increments however, the Police Chief or designee shall have the discretion to waive the minimum increment use requirement.

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

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

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

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

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

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

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

beginning with the first day of the fiscal year and ending with the effective date that the member terminates employment with the City, determine the number of designated holidays recognized for the non-bargained for management personnel of the Police Department, then multiply that number by 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.

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

Section 8: It is the intent of the parties that any time-off from work for the purpose of holiday comp as defined in this article shall be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party with reasonable notice, may call for renegotiation of this article.

ARTICLE 31

JOB RELATED INJURY AND ILLNESS

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

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

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

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

Section 4: Except as otherwise provided in this Article, if on one (1) year from date that the member suffered the on-the-job injury or illness the member is unable to perform substantially all of the duties called for in the member's job description as a result of that injury/illness, then the member shall be subject to Section 30-78 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 on the date of the member's death.

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

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

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

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

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

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

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

ARTICLE 32

SICK LEAVE

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

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

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

Section 2: Members hired prior to December 7, 2022 may accumulate an unlimited aggregate number of sick leave. Members hired after December 7, 2022 may accumulate an aggregate number of sick leave up to 1,200 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.

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Section 4: A member shall be required to call in each day s/he is out on sick leave. The call may be made by either the member or any other person on behalf of the member. A member who is hospitalized shall not be required to call every day. A member who is absent from duty for more than four days as a result of any non-job related illness or injury, whether the member is hospitalized or not, may be required to submit a written statement from the member's treating physician, and in accordance with the City's policy on Family Medical Leave. Notwithstanding anything to the contrary contained in this Article, the City shall reserve the right to obtain documentation required by City procedure pursuant to and in accordance with the Family Medical Leave Act (FMLA). If the City finds that employees' use of sick leave adversely affects operations, it shall so notify the PBA, who shall agree to immediately reopen this Article for negotiations.

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

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

Any accumulated sick leave, vacation leave, holiday leave, and/or compensatory leave used by the member to personally care for a family member who is covered under the guidelines of the Family and Medical Leave Act (FMLA) shall be counted towards the total leave permitted under that Act.

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

Whenever any changes, due to a light duty assignment, affect hours of work, the PBA member affected will receive ten (10) days notice prior to the change becoming effective.

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

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

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

Section 11: In the event that a member becomes disabled, and said disability prevents the member from continuing employment with the City pursuant both to this Agreement and as well as to Section 30-78 of the City Code, upon the termination of that member, the member shall be entitled to the cash value of all unused sick leave available on the date that the member terminated employment with the City, subject to the provisions of Section 13 below. The cash value of said unused sick leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date that the member became disabled. The payout limitations stated in Section 12 of this article shall not apply to an event covered under this specific section.

Section 12: A member who has at least ten years of full-time service with the City and who either terminates employment in good standing, or resigns or retires, and said resignation or

retirement is not the result of a disability, shall receive the cash value for sick hours accumulated pursuant to Section 1 of this article in the following manner:

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

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

Section 13: In the event that the member owes the City for used but not earned holiday and/or personal leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of sick leave and personal leave (prior to the pay-out limitations stated in Section 11 above and Article 38 Section 11 of this Agreement) and vacation leave capped at 300 hours or 660 hours based on date of hire; and then from the cash value of all available holiday leave hours: and then from the cash value of all accumulated compensatory hours.

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

ARTICLE 33

PHYSICAL EXAMINATIONS

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

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

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

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

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

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

ARTICLE 34

VACATION LEAVE

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

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

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

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

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

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

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

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

Section 3: A member hired prior to December 7, 2022 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. A member hired after December 7, 2022 may accumulate a maximum aggregate of 300 vacation leave hours, except as otherwise provided for in this article. The cap of 300 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: Members hired prior to ratification of this Agreement who reach the cap as of September 30 of a given fiscal year and who terminate employment with the City for any reason other than for disqualification as a law enforcement officer as enumerated in 943.13(4), Florida Statutes, any time 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. Members hired after ratification of this Agreement who reach the cap as of September 30 of a given fiscal year and who terminate employment with the City for any reason other than involuntary disciplinary termination any time 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

the applicable 660 hours or 300 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 or 300 hours, as applicable based on date of hire.

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 hired prior December 7, 2022 has entered DROP and has sold back 500 vacation leave hours to DROP:

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

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

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

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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 or 300 hours, as applicable based on date of hire, to determine the maximum payable vacation leave hours.

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

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

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

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

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

Section 5: A member shall:

- A. be entitled to take a minimum increment of one hour of vacation leave at a time;
- B. be permitted to take split vacation leaves;
- C. be allowed to utilize any combination of accumulated compensatory leave, holiday leave, and regular days off in conjunction with approved vacation leave;
- D. accrue but shall not be entitled to use vacation leave if the member is in an initial hire probationary status.

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

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

- A. A member shall submit a written request for vacation leave to the Police Chief or designee not later than thirty (30) days prior to the desired date(s) of leave. The time requirement for submitting that request may be waived at the discretion of the Police Chief.
 1. The Police Chief, or designee, shall approve the request subject to the staffing and operational needs of the Department. Approval shall not otherwise be

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

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

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

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

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

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

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

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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 30-78 of the City Code, upon termination of that member, the member shall be entitled to the cash value of all unused vacation leave available on the date that the employee left the employ of the City, subject to the provisions of Section 13 below. The payout limitations stated in Section 12 of this article shall not apply to an event covered under this specific section.

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

Number of accumulated hours, up to a maximum of 660 hours or 300 hours based on date of hire, multiplied by the member's base hourly rate of pay on the effective date of the member's resignation/retirement, subject to the provisions of Section 13 below.

Section 13: In the event that the member owes the City for used but not earned vacation leave and/or sick leave and/or personal leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of sick leave and personal leave (prior to the pay-out limitations stated in Article 32 Section 11 and in Article 38 Section 11 of this Agreement) and vacation leave capped at 660 hours or 300 hours based on date of hire; and then from the cash value of all available holiday leave hours; and then from the cash value of all accumulated compensatory hours.

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

ARTICLE 35

HEALTH AND LIFE INSURANCE

Section 1: The City shall make available single and dependent group health insurance (including accidental death and dismemberment coverage), and single and dependent life insurance to all members. The City shall notify the Union of any substantive changes in coverage at least thirty days prior to the effective date of such changes or within ten days of notice of change by the provider, whichever occurs earlier.

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

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 hired prior to December 7, 2022, the premium rate shall be split 65% paid by the City and 35% paid by the retiree. Retirees under age 65 hired after December 7, 2022 who have a minimum 15 years of service shall receive a 2% accumulation up to 60% paid by the City. For retirees aged 65 or older or when Medicare eligible, the retiree shall pay 100% of the premium rate irrespective of hire date.

A. 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.

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

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

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

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

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

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

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

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

Section 4: In accordance with and pursuant to Florida Statute 112.0801(1), the City shall offer to a retiring member (defined as a regular full-time employee who terminates employment with the City and who immediately begins participation in the Florida Retirement System either by receiving either monthly retirement benefit payments or by receiving a full or a partial distribution of funds from the FRS Investment Plan) a onetime opportunity to participate in the City's employee group health and life insurance program. Retirees shall satisfy their obligation to enroll in the appropriate Medicare plan at the age designated by federal law.

If hired prior to December 7, 2022, the one-time opportunity to participate applies to both individual and also eligible dependent health insurance coverage. If hired after the ratification of this Agreement, the one-time opportunity to participate applies only to individual coverage.

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

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

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

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

1. In addition to any applicable criminal penalty, upon conviction for a violation described in Section 4-C above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forever forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

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

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

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

ARTICLE 36

WAGES

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

A. The duration of the pay plan shall be based on one hundred twenty (120) months (10 years) from the date of hire of the member for all members that were hired prior to October 1, 2018.

B. All employees hired October 1, 2018 or after, the duration of the pay plan shall be 12 years from the date of hire of the member. Effective October 1, 2024, all employees hired October 1, 2018 and after shall be slotted into the new 12 step pay plan according to their years of service.

C. Upon ratification by the City Commission, retroactive to October 1, 2024, a member who has completed a minimum of six months of employment shall receive a step pay base salary increase as provided by the current pay plan. Such pay plan shall be increased by 4% retroactive to October 1, 2024. On October 1, 2025 a member who has completed a minimum of six months of employment shall receive a step pay base salary increase as provided for by the current pay plan. Such pay plan shall be increased by 4% on October 1, 2025. On October 1, 2026 a member who has completed a minimum of six months of employment shall receive a step pay base salary increase as provided for by the current pay plan. Such pay plan shall be increased by 4% on October 1, 2026.

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

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

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

A. The City shall pay skill compensation at the flat dollar value of two thousand dollars (\$2,000) per year pro-rated bi-weekly, outside of the member's base salary to a member who is assigned a specialized skill as a detective. The City shall pay skill compensation at the flat dollar value of one thousand seven hundred dollars (\$1,700) per year, pro-rated bi-weekly, outside of the member's base salary to a member who is assigned full time to the traffic unit or who is a K-9 officer or an active special response team member, SET, SRO, Crime Prevention, Hostage Negotiation, Training, Background, Traffic Homicide Investigator, Support Services Bureau, Internal Affairs, Public Information Officer (PIO) and Grants.

B. The City shall pay skill compensation at the rate of \$50.00 per shift for each shift actually worked, outside the member's base salary, and credit one hour compensatory time at a straight time rate, per shift, to a member who is assigned by the Police Chief as a Field Training Officer (FTO), when the member is actively engaged in field training activity.

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

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, POLICE OFFICERS AND SERGEANTS, OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027.

- A. A member who is assigned to any Road Patrol Division shift that begins at or after 5:00 P.M. will receive \$10.00 for the amount of shifts scheduled in the pay period.
- B. Excluding Road Patrol personnel, a member assigned to any shift and who works more than half of their shift after 3:00 p.m. shall receive \$5.00 per shift.
- C. The shift differential payments stated in this section shall not apply to extraordinary circumstances, and that the determination of "extraordinary circumstances" shall be made by the Chief of Police, subject to the approval of the City Manager.

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

- A. The value of the longevity benefit payment shall be:
 - \$1,000 if the member has completed 10, 11, 12, 13, or 14 YOS; or
 - \$2,000 if the member has completed 15, 16, 17, 18, or 19 YOS; or
 - \$3,000 if the member has completed 20 or more YOS.
1. A member's completed number of years of regular, full-time service with the City shall be determined by the member's anniversary date during the year that the longevity payment is made.
2. The longevity benefit payment provided for in Section 4A above shall be paid in a lump sum on the first pay date in December.
 - a. If a member leaves the employ of the City subsequent to receiving a lump sum longevity benefit payment in December, and prior to the

member's anniversary date, then the City shall determine the pro-rated value of that longevity benefit for the remainder of the period between the date that the member leaves the employ of the City and the member's anniversary date, and subtract that amount from the member's final pay.

b. If the amount of the member's final pay is less than the value of the longevity payment that the member owes to the City, then the member shall reimburse the difference to the City no later than thirty business days from the date that the member leaves the employ of the City.

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

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

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

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

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

Section 5: In consideration for training, maintenance and care of the Police Canine assigned to them, Canine Officers will receive the last hour of their shift off, or one hour per shift

off, during normal work days for the above and an assignment pay of six thousand dollars (\$6,000) pro-rated for 26 pay periods. The exception to this provision is if the Police Canine handler boards his dog at City expense while on leave.

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

Section 6: Any member who is assigned to the Criminal Investigations Division, as a CSD Supervisor, Internal Affairs, as a SSB Supervisor/PIO, or Training, shall be compensated \$45.00 per month for cell phone use while in that assignment. All other members shall be compensated \$25.00 per month for cell phone use.

ARTICLE 37

HIGHER EDUCATION

Section 1: Because it is desirable that members of the bargaining unit further their education, working schedules will be arranged, whenever practicable and in the reasonable discretion of the Police Chief, to permit officers to attend graduate and undergraduate level courses related to the field of law enforcement. PBA will use the City's Tuition Assistance Program. The City's total obligation under this tuition assistance shall not exceed \$40,000 per fiscal year.

Section 2: It is the intent of the parties that attendance which is not directed by the Chief of Police, or attendance in an "off-duty" status shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

ARTICLE 38

PERSONAL LEAVE

Section 1: Each member shall have the opportunity to accrue personal leave. Members hired after ratification of this Agreement shall have the opportunity to accrue personal leave up to a maximum accumulation of one hundred thirty-eight (138) hours. Personal leave shall be comprised of converted sick leave hours as described below.

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

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

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

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

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

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

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

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

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

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

Section 10: In the event that a member becomes disabled, and said disability prevents the member from continuing employment with the City pursuant both to this agreement and to Section 30-78 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 holiday leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of personal leave and sick leave (prior to the pay-out limitations stated in Section 11 above and Article 32 Section 11 of this Agreement) and vacation leave capped at 660 hours or 300 hours as provided in Article 34 Section 3 of this Agreement; and then from the cash value of all available holiday leave hours; and then from the cash value of all accumulated compensatory hours.

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

ARTICLE 39

SAVINGS CLAUSE

Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 40

TERMS OF AGREEMENT

Section 1: Except as specifically provided otherwise in this Agreement, this Agreement shall be effective upon ratification and continue in effect through the 30th day of September 2027, or reopened before this date, in accordance with Florida State Statute 447.4095 regarding financial urgency. In the event a new contract has not been negotiated and ratified by the parties, the terms and conditions of this Agreement shall remain in effect until such time as a new contract has been negotiated and ratified.

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, POLICE OFFICERS AND SERGEANTS, OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027.

CITY OF MARGATE, FLORIDA
BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION
FISCAL YEAR 2025 PAY PLAN- MEMBERS HIRED PRIOR TO 10/1/2018

Step	Base Salary	Step	Base Salary
Entry	\$64,563	61	\$80,681
1	\$64,800	62	\$80,976
2	\$65,037	63	\$81,272
3	\$65,275	64	\$81,570
4	\$65,514	65	\$81,868
5	\$65,753	66	\$82,168
6	\$65,994	67	\$82,469
7	\$66,236	68	\$82,770
8	\$66,478	69	\$83,073
9	\$66,721	70	\$83,377
10	\$66,966	71	\$83,683
11	\$67,211	72	\$83,989
12	\$67,457	73	\$84,296
13	\$67,703	74	\$84,605
14	\$67,951	75	\$84,914
15	\$68,200	76	\$85,225
16	\$68,450	77	\$85,537
17	\$68,700	78	\$85,850
18	\$68,952	79	\$86,164
19	\$69,204	80	\$86,480
20	\$69,457	81	\$86,796
21	\$69,711	82	\$87,114
22	\$69,967	83	\$87,433
23	\$70,223	84	\$87,753
24	\$70,480	85	\$88,074
25	\$70,738	86	\$88,396
26	\$70,997	87	\$88,720
27	\$71,256	88	\$89,045
28	\$71,517	89	\$89,370
29	\$71,779	90	\$89,698
30	\$72,042	91	\$90,026
31	\$72,305	92	\$90,355
32	\$72,570	93	\$90,686
33	\$72,836	94	\$91,018
34	\$73,102	95	\$91,351
35	\$73,370	96	\$91,685
36	\$73,638	97	\$92,021
37	\$73,908	98	\$92,358
38	\$74,178	99	\$92,696
39	\$74,450	100	\$93,035
40	\$74,722	101	\$93,376
41	\$74,996	102	\$93,717

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, POLICE OFFICERS AND SERGEANTS, OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027.

42	\$75,270	103	\$94,060
43	\$75,546	104	\$94,405
44	\$75,822	105	\$94,750
45	\$76,100	106	\$95,097
46	\$76,378	107	\$95,445
47	\$76,658	108	\$95,794
48	\$76,938	109	\$96,145
49	\$77,220	110	\$96,497
50	\$77,503	111	\$96,850
51	\$77,786	112	\$97,204
52	\$78,071	113	\$97,560
53	\$78,357	114	\$97,917
54	\$78,643	115	\$98,276
55	\$78,931	116	\$98,635
56	\$79,220	117	\$98,996
57	\$79,510	118	\$99,359
58	\$79,801	119	\$99,722
59	\$80,093	120	\$100,087
60	\$80,386		

Sergeant \$118,019

**FISCAL YEAR 2025 PAY PLAN- MEMBERS HIRED 10/1/2018
AND AFTER**

Step	
Entry	\$64,563
1	\$66,965
2	\$69,457
3	\$72,041
4	\$74,722
5	\$77,502
6	\$80,386
7	\$83,377
8	\$86,479
9	\$89,697
10	\$93,035
11	\$96,497
12	\$100,088

Sergeant \$118,018

CITY OF MARGATE, FLORIDA
BROWAD COUNTY POLICE BENEVOLENT ASSOCIATION

**FISCAL YEAR 2026 PAY PLAN- MEMBERS HIRED PRIOR TO
10/1/2018**

Step	Base Salary	Step	Base Salary
Entry	\$67,146	61	\$83,908
1	\$67,391	62	\$84,215
2	\$67,638	63	\$84,523
3	\$67,886	64	\$84,832
4	\$68,134	65	\$85,143
5	\$68,384	66	\$85,455
6	\$68,634	67	\$85,767
7	\$68,885	68	\$86,081
8	\$69,137	69	\$86,396
9	\$69,390	70	\$86,712
10	\$69,644	71	\$87,030
11	\$69,899	72	\$87,348
12	\$70,155	73	\$87,668
13	\$70,412	74	\$87,989
14	\$70,669	75	\$88,311
15	\$70,928	76	\$88,634
16	\$71,188	77	\$88,959
17	\$71,448	78	\$89,284
18	\$71,710	79	\$89,611
19	\$71,972	80	\$89,939
20	\$72,236	81	\$90,268
21	\$72,500	82	\$90,598
22	\$72,765	83	\$90,930
23	\$73,032	84	\$91,263
24	\$73,299	85	\$91,597
25	\$73,567	86	\$91,932
26	\$73,836	87	\$92,269
27	\$74,107	88	\$92,606
28	\$74,378	89	\$92,945
29	\$74,650	90	\$93,285
30	\$74,923	91	\$93,627
31	\$75,198	92	\$93,970
32	\$75,473	93	\$94,313
33	\$75,749	94	\$94,659
34	\$76,026	95	\$95,005

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, POLICE OFFICERS AND SERGEANTS, OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027.

35	\$76,304	96	\$95,353
36	\$76,584	97	\$95,702
37	\$76,864	98	\$96,052
38	\$77,145	99	\$96,404
39	\$77,428	100	\$96,756
40	\$77,711	101	\$97,111
41	\$77,996	102	\$97,466
42	\$78,281	103	\$97,823
43	\$78,567	104	\$98,181
44	\$78,855	105	\$98,540
45	\$79,144	106	\$98,901
46	\$79,433	107	\$99,263
47	\$79,724	108	\$99,626
48	\$80,016	109	\$99,991
49	\$80,309	110	\$100,357
50	\$80,603	111	\$100,724
51	\$80,898	112	\$101,093
52	\$81,194	113	\$101,463
53	\$81,491	114	\$101,834
54	\$81,789	115	\$102,207
55	\$82,088	116	\$102,581
56	\$82,389	117	\$102,956
57	\$82,690	118	\$103,333
58	\$82,993	119	\$103,711
59	\$83,297	120	\$104,091
60	\$83,602		

Sergeant \$122,740

CITY OF MARGATE, FLORIDA
BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION
**FISCAL YEAR 2026 PAY PLAN- MEMBERS HIRED 10/1/2018
AND AFTER 10/1/2018**

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, POLICE OFFICERS AND SERGEANTS, OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027.

Step	Base Salary
Entry	\$67,146
1	\$69,644
2	\$72,235
3	\$74,923
4	\$77,711
5	\$80,603
6	\$83,602
7	\$86,713
8	\$89,940
9	\$93,287
10	\$96,758
11	\$100,358
12	\$104,092

CITY OF MARGATE, FLORIDA
BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION
FISCAL YEAR 2027 PAY PLAN- MEMBERS HIRED PRIOR TO
10/1/2018

Step	Base	Step	Base
	Salary		Salary
Entry	\$69,832	61	\$87,264
1	\$70,087	62	\$87,583
2	\$70,344	63	\$87,904
3	\$70,601	64	\$88,226
4	\$70,860	65	\$88,549
5	\$71,119	66	\$88,873
6	\$71,379	67	\$89,198
7	\$71,640	68	\$89,524
8	\$71,903	69	\$89,852
9	\$72,166	70	\$90,181
10	\$72,430	71	\$90,511
11	\$72,695	72	\$90,842
12	\$72,961	73	\$91,175
13	\$73,228	74	\$91,508
14	\$73,496	75	\$91,843
15	\$73,765	76	\$92,180
16	\$74,035	77	\$92,517
17	\$74,306	78	\$92,856
18	\$74,578	79	\$93,195
19	\$74,851	80	\$93,536
20	\$75,125	81	\$93,879
21	\$75,400	82	\$94,222
22	\$75,676	83	\$94,567
23	\$75,953	84	\$94,913
24	\$76,231	85	\$95,261
25	\$76,510	86	\$95,609
26	\$76,790	87	\$95,959
27	\$77,071	88	\$96,311
28	\$77,353	89	\$96,663
29	\$77,636	90	\$97,017
30	\$77,920	91	\$97,372
31	\$78,205	92	\$97,728
32	\$78,492	93	\$98,086
33	\$78,779	94	\$98,445
34	\$79,067	95	\$98,805

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE AND THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, POLICE OFFICERS AND SERGEANTS, OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027.

35	\$79,357	96	\$99,167
36	\$79,647	97	\$99,530
37	\$79,939	98	\$99,894
38	\$80,231	99	\$100,260
39	\$80,525	100	\$100,627
40	\$80,820	101	\$100,995
41	\$81,115	102	\$101,365
42	\$81,412	103	\$101,736
43	\$81,710	104	\$102,108
44	\$82,009	105	\$102,482
45	\$82,309	106	\$102,857
46	\$82,611	107	\$103,233
47	\$82,913	108	\$103,611
48	\$83,216	109	\$103,990
49	\$83,521	110	\$104,371
50	\$83,827	111	\$104,753
51	\$84,134	112	\$105,136
52	\$84,441	113	\$105,521
53	\$84,751	114	\$105,907
54	\$85,061	115	\$106,295
55	\$85,372	116	\$106,684
56	\$85,684	117	\$107,074
57	\$85,998	118	\$107,466
58	\$86,313	119	\$107,860
59	\$86,629	120	\$108,254
60	\$86,946		

Sergeant \$127,650

CITY OF MARGATE, FLORIDA

**BROWARD COUNTY POLICE BENEVOLENT
ASSOCIATION**
FISCAL YEAR 2027 PAY PLAN- MEMBERS HIRED
10/1/2018 AND AFTER

Step	Base
Entry	\$69,832
1	\$72,430
2	\$75,125
3	\$77,920
4	\$80,819
5	\$83,826
6	\$86,945
7	\$90,180
8	\$93,536
9	\$97,016
10	\$100,626
11	\$104,370
12	\$108,254

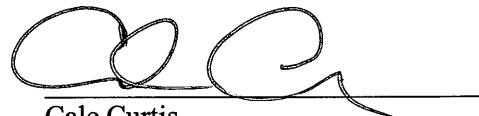
Sergeant \$127,648

WHEREFORE, in accordance with Florida Statute 447.309 (1), the undersigned parties, through their respective authorized representatives sign this Agreement this 4 day of December, 2024.

CITY OF MARGATE



Arlene R. Schwartz
Mayor



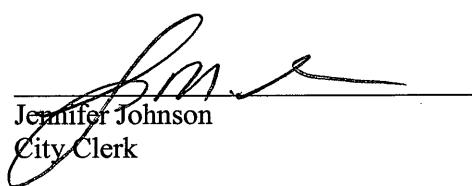
Cale Curtis
City Manager

APPROVED AS TO FORM:



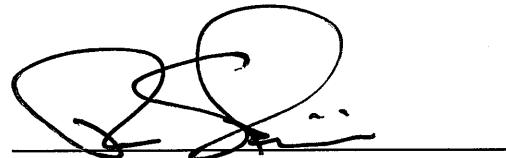
David N. Tolces
City Attorney

ATTEST:



Jennifer Johnson
City Clerk

THE BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION (OFFICERS AND SERGEANTS)



Ratified by the City Commission by Resolution #24-102 on December 4, 2024

Ratified by PBA bargaining unit on December 3, 2024