CITY OF HALLANDALE BEACH

AND

CITY OF HALLANDALE BEACH

POLICE OFFICERS / SERGEANTS

AFFILIATED WITH

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION (PBA)

CITY OF
HALLANDALE BEACH
City of Choice

COLLECTIVE BARGAINING AGREEMENT (CBA)

FINAL 1~~6~~.0

OCTOBER 1, 2008~~5~~ - SEPTEMBER 30, 2010~~08~~

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PREAMBLE

It is the general purpose of this Agreement to promote the mutual interest of the, Employer, the City of Hallandale Beach, herein called "City", and its employees and to provide for the operation of services provided by the City under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quality and quantity of output, cleanliness, protection of property, and avoidance of interruption of services. The parties to this Agreement will cooperate fully to secure the advancement of and achievement of these purposes.

ARTICLE 1 – RECOGNITION

Section 1.1:

The Employer (City of Hallandale Beach) hereby recognizes that the "Association" (Broward County Police Benevolent Association - P.B.A.) is the exclusive bargaining agent for the following unit of employees: all full time sworn police officers and sergeants excluding all other members of the department.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1:

Except as expressly and clearly limited by the terms' of this agreement, in accordance with this agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to operate, manage and direct all affairs of all departments within the City including, but not limited to, the following:

a) To control, manage, direct, and supervise all City employees.
b) To hire, appoint, compensate, recognize, commend, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefore. The City will consult with the union before implementing a policy for promotions.
c) To suspend, demote, discharge, layoff, or take other disciplinary action against employees for just cause in accordance with this collective bargaining agreement, the City's personnel policies and regulations, procedures and departmental policies.
d) To maintain the efficiency and the effectiveness of the operations of the Police Department.
e) To determine the structure and organization of City government including the right to supervise, manage, lead, expand, consolidate or merge any department, including the Police Department, and to alter, combine, eliminate or reduce any division thereof. The right of contracting or subcontracting is vested in the City. The City's right to contract or subcontract exists to advance the pubic interest, and shall not be used for the purpose or intentions of undermining the bargaining unit nor to discriminate against its members.
f) To determine the number of City employees, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting, break and quitting times of all employees.
g) To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position and/or unit, department or project.
h) To set its own standards for services to be offered to the public.
i) To determine the location, methods, means and personnel by which operations are to be conducted.
j) To determine the appropriate clothing or dress required for employment duties.
k) To set procedures and standards to evaluate City employees' job performance.
l) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions.
m) To modify policies and procedures during a declared state of emergency.

Section 2.2:

The parties recognize that job descriptions do not always specifically describe every incidental job duty. Therefore, bargaining unit members, at the discretion of the City, may be required to perform duties not specifically identified within their job description, but within the realm of related duties.

Section 2.3:
The City shall have the right to formulate and amend all departmental policies and procedures including rules and regulations governing the conduct, responsibilities, and duties of all bargaining unit members. The bargaining unit shall be notified of any changed or newly formulated departmental policies. The use, location, operation including care and maintenance of any City equipment or property of the City used by the Unit members shall be subject to the exclusive direction and control of the City.

Section 2.4:
Any right, privilege, or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City.

Section 2.5:
The parties recognize that the City Commission of Hallandale Beach has the sole and final authority to determine the purpose and direction and policy of the City and the amount of the budget to be adopted by the City.

ARTICLE 3 - DETERMINATION OF MEMBERSHIP

Section 3.1:

For the purpose of this Agreement, membership in the Employees organization shall mean those City employees who are included in the bargaining unit set forth in Article 1 herein and who have submitted a properly executed and notarized affidavit to the City Manager or his designee in accordance with the format determined by the City. Withdrawal from membership in the Employee Organization, for the purposes of this Agreement, shall be by a signed form from the employee to the City Manager or his designee in accordance with a format to be determined by the City. Forms to be utilized for employee membership authorization and withdrawal authorization shall be made available through the City Managers' office and/or the Personnel office.

ARTICLE 4 - REPRESENTATION OF THE EMPLOYEE ORGANIZATION

Section 4.1:
The employees covered by this Collective Bargaining Agreement shall be represented by the President of the Employee Organization or by another member of the Employee Organization designated as Chief Spokesman or in his absence an alternate. It shall be the responsibility of the Employee organization to notify the City Manager and the Chief of Police in writing of any change in the designation of the President of the Employee organization or other member of the Employee organization as the representative of the membership.

ARTICLE 5 - WORK STOPPAGES

Section 5.1:
There will be no strikes, work stoppages, slowdowns, boycotts, refusal to perform assigned work, or any other action, overt or covert, which interferes with the mission of the Police Department by the employees covered under this Agreement.

Section 5.2:
Recognizing that Florida law prohibits the activities enumerated in Section 5.1 above, the parties agree that any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, failure or refusal to perform assigned work, or any other action, overt or covert, which interferes with the mission of the Police Department may be discharged or otherwise disciplined by the City.

Section 5.3:
It is recognized by the parties that activities enumerated in Section 5.1 and 5.2 above are contrary to the ideals of professionalism and to the Police Department's community responsibility and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

Section 5.4:
For the purpose of this Article, it is agreed that the Employee Organization shall be responsible and liable for any act committed by its officers and agents, which act constitutes a violation of the provisions herein. In addition to all other rights and remedies available to the City in the event of a breach of the provisions herein, the City shall have the right to unilaterally and without further notice terminate this Collective Bargaining Agreement and withdraw recognition from the Employee Organization.

ARTICLE 6 - NON-DISCRIMINATION

Section 6.1:
The City will not discriminate against any employee covered by this contract because of membership in or legitimate activity on behalf of the members of the Association.

Section 6.2:
The Association and its members agree not to interfere with the right of any employee covered by this Agreement to withdraw from membership in the Association, to refrain from becoming a member of the Association or by reason of race, color, creed, sex, ethnic background, religion, political belief or age.

ARTICLE 7 - COLLECTIVE BARGAINING NEGOTIATIONS AND UNION ACTIVITIES

Section 7.1:
The Association shall advise the City, in writing, of its negotiators. Three (3) representatives from the Association shall be paid regular salary, for time spent annually in negotiations, when such negotiations are held during such officers' regular working hours, except no payment will be made for negotiating time outside the representatives' normal work day. The names of the duly chosen representatives of the bargaining unit shall be submitted to the City Personnel Director, sufficiently in advance of regularly scheduled meetings, so as to permit the scheduling of operations within the Police Department. The provisions of this Article shall be limited to negotiations held during the term of agreement with respect to wages, hours and conditions of employment.

Section 7.2:
The employer agrees that the Association officials on Employer's premises, and with no loss of pay, shall be allowed to:

(a) Transmit written communications to the Employer authorized by Association officials;

(b) Consult with the Employer on matters mutually agreed upon at reasonable times; and,

(c) Process grievances through Step Four.

It is agreed that the above provisions will be handled in a timely and expeditious manner and will not be abused.

Section 7.3:
The Employer further agrees that Association members, on Employer's premises in non-working areas during their non-working hours, shall be allowed to:

(a) Distribute Association literature during employees, official non-working time;
(b) Solicit Association membership during employees' official non-working time; and,
(c) Post Association notices on appropriate bulletin boards.

ARTICLE 8 - WORK PERIOD AND OVERTIME

Section 8.1:
Under the 7(k) provisions of the Fair Labor Standards Act, and for the purposes of computing and paying overtime, a work period of fourteen (14) consecutive days not to exceed eighty (80) hours, is established for those employees assigned to work the five-eight (five days at eight hours per day) and four-ten (four days at ten hours a day) work schedules. Nothing herein shall guarantee any employee payment for the 80 hours unless they actually work said hours. For the purposes of this Agreement, paid vacation leave and bereavement shall count as hours worked, whereas sick leave, which occurs within twenty four (24) hours of claimed overtime shall not count as time worked for computation of overtime pay.

Overtime pay shall be paid at the premium hourly rate of pay for all hours beyond an employee's normal daily work schedule except as noted in 8.1 (b) and 8.1 (c) below and shall be for one and one-half (1.5) times the basic hourly rate for every hour worked. An employee's basic hourly rate shall be computed by dividing the employee's annual salary by the total hours scheduled in a year (2,080). An employee's premium hourly rate is the basic hourly rate plus the following:

1. State Incentive Pay
2. Traffic Homicide Officer (effective 3/7/06~~upon ratification~~)
3. Investigators Pay
4. Special Operations Pay
5. SWAT Pay
6. Longevity Pay for all employees hired prior to 10/1/93
7. Education Pay for all employees hired prior to 10/1/86
8. LEAP Benefits (effective ~~upon ratification~~3/7/06)
9. Field Training Officer (effective upon ~~ratification~~3/7/06)

The following items are considered statutory exclusions from the calculation of the premium rate:

1. Uniform Allowance
2. Sick Leave Buyback

If an employee is upgraded while on overtime, Article 27 will apply.
Nothing herein shall require payment of overtime when an insubstantial amount of time is worked in excess of the normal shift. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than one-quarter (1/4) hour. Employees shall be paid overtime to the next highest one-quarter (1/4) hour for any time worked over one-quarter (1/4) hour.

All employees covered by this agreement are subject to and covered by the provisions of the Fair Labor Standards Act (FLSA) and nothing in this agreement shall be contrary to the provisions of that act. The parties also understand, however, that nothing shall preclude them from negotiating and enforcing overtime benefits more generous than those provided by the FLSA.

Hours considered worked for the purposes of this Article are as follows:

a. All hours the employee performs their principal job duties
b. Vacation Leave
c. Sick Leave (except as described in Section 8.1)
d. Jury Duty
e. Time spent testifying in court
f. Off duty training, meetings, courses, or lectures that employees are required to attend.
g. Union time pursuant to Article 7
h. Call back time
i. Compensatory time used
j Bereavement Leave

d) Hours not considered worked for the purposes of this Article are as follows:

a. Early relief time voluntarily taken by an employee.
b. Outside Service Duty Detail Hours
c. Suspension from duty as a form of disciplinary action
d. Family Medical leave without pay
e. Shift Exchanges
f. Extra hours at the Police Academy
g. Any other hours not listed in Section 8.1 (a) above*

*Should a new hours type not listed above be added, the Union has the right to request mutual agreement as to whether the type belongs in Section 8.1 (c) or 8.1 (d) above.

e) Regardless of hours considered worked or not worked, anytime an employee is ordered in to work at a time other than his or her regularly scheduled workday, otherwise known as call back or held over, he/she shall receive overtime pay. It is specifically understood that finishing a normal assignment, which extends beyond the end of a regularly scheduled workday is not held over.

At no time can an employee be sent home prior to the end of his/her normal scheduled work cycle for the purpose of avoiding the payment of overtime. All employees subject to this Agreement are entitled to overtime.

Section 8.2:
If an employee covered by this Agreement is called "back to work" at a time outside their normal work schedule a minimum of three (3) hours pay at time and one-half the premium rate. For each additional hour, beyond the initial three hours, the employee shall receive compensation at time and one-half. However, at the discretion of the City, compensatory time can be paid in lieu of the above. However, such call back provisions shall not apply to early call-in or early report which overlaps into the employee's regular shift. An employee who has not worked the 80 hour work cycle will be compensated for the call back at the employee's premium rate. Call back rates shall apply to each successive incident whereupon an employee is called back to duty outside his normal

working hours.

Section 8.3:
The provisions of Section 8.2 of this Article shall also apply to the required off-duty court appearances.

Required off-duty appearances as a subpoenaed witness in the Federal courts, Circuit courts, Civil courts or at depositions or statement sessions resulting from job-related responsibilities, shall be compensated as aforementioned.

Regular off-duty appearances in the Court System as set out above: Where a witness or subpoena fee is received by an employee for an off-duty appearance and said employee is entitled to call-back pay under Section 8.2, said fee or its equivalent shall be presented to and become the property of the City, but the employee may keep the mileage fee if the employee uses other means of transportation in lieu of a City vehicle.

Standby hours shall not be compensated and shall not be considered hours worked for the purpose of computing regular or overtime pay. However, every employee on standby shall be provided with a "beeper" and have thirty (30) minutes to respond.

Section 8.4:
Compensatory time may be granted and accrued at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. Employees may accrue up to 240 hours (160 hours of actual overtime worked). However, all compensatory time must be used within a calendar year and taken at the mutual convenience of the employee and the department. The Chief may establish reasonable requirements and/or rules concerning compensatory time and he shall have the discretion of granting compensatory time in lieu of overtime pay.

Section 8.5:
No supervisory official shall take action to cause the non-payment of straight time, time and one-half, or compensatory time in circumstances wherein an employee covered by this Agreement has performed work (or whose work performed and total authorized compensated leave time), entitled him to payment of straight time, time and one-half, or compensatory time. However, nothing herein shall restrict the City or the Department from altering work schedules or taking any other action to reduce the number of overtime, court time, or call-out hours worked by employees covered by this Agreement.

Section 8.6:
If, during the life of this Agreement, any of the provisions herein established are found to be in conflict with the Wage and Hour provisions of the Fair Labor Standards Act, said provisions shall be subject to re-negotiation within ten (10) days after receipt of written notification of intent by either or both parties affected by said Agreement.

ARTICLE 9 - LETTERS OF REPRIMAND

Section 9.1:
Employees covered by this Agreement shall have the right to inspect any letter of reprimand which is hereafter placed in the employee's official personnel file as a result of supervisory action. Any employee receiving a letter of reprimand from a supervisor may, within five (5) days of issuance of said letter of reprimand, file a written response thereto. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand.

Section 9.2:
Unsubstantiated allegations or unfounded complaints made by private citizens will not be placed in an employee's personnel file if, after a full and complete investigation conducted by the Professional Standards Unit of the Hallandale Beach Police Department, it is proven that there is no substance to said allegation.

Section 9.3:
Employees covered by this Agreement shall have the right to inspect any Counseling Form which is generated as a result of supervisory action. Counseling Forms are written, Non-disciplinary, instructive documents. Further problems of a similar nature will result in a written reprimand, which will begin the progressive discipline process if they occur within one year of the issuance of the Counseling Form. Bargaining unit members shall have the right to submit temperate written rebuttal to both Counseling Forms and Written Reprimands. Such rebuttals remain in the employee's personnel file along with the Counseling Form or Written Reprimand.

ARTICLE 10 - SAVINGS CLAUSE

Section 10.1:
All formal job benefits heretofore uniformly enjoyed by the employees which are not specifically provided for or abridged by this Agreement shall, throughout the life of this Agreement, continue under conditions upon which they had previously existed.

This Article shall not preclude the authority and right of the Civil Service Board and other City legislative and administrative bodies from exercising their lawful authority.

ARTICLE 11 - BULLETIN BOARD

Section 11.1:
One-half of the presently existing bulletin board(s) may be used by the Association for posting notices on behalf of the Association and its members.

Section 11.2:
All notices shall be signed by the President of the Association and shall contain a purge or removal date by which time they must be removed from the bulletin board. If notices are not taken off by the purge or removal date, the Chief or his designee will have them removed.

Section 11.3:
Duplicate copies of all such notices in Section 11.2 shall be submitted to the Police Chief prior to posting for his review and approval.

Section 11.4:
Any material found on Departmental bulletin board(s) not approved by the Police Chief or not signed by the President of the Association or not in conformance with Sections 11.1, 11.2, or 11.3 above, shall be removed by the Police Chief or his designee.

ARTICLE 12 - EQUIPMENT

Section 12.1:
The City agrees to furnish pens, pencils, notebooks, flashlights and batteries, bullets, whistles and badges as required to employees covered by this Agreement.

Section 12.2:
In the event of loss, or damage, to a wristwatch or prescription eye glasses occurring in the line of duty for reasons other than the officer's negligence, or ordinary wear and tear, he may submit a report and claim to the Chief. Subject to the Chief's review and recommendation, the City shall pay up to $150 for the reasonable replacement cost of the glasses; and up to $50.00 for a wristwatch.

Section 12.3:
All equipment/uniforms provided by the City must be returned in order to receive replacements.

Section 12.4:
The City agrees to supply four (4) uniform shirts and trousers to all employees.

ARTICLE 13 - INTERNAL SECURITY INVESTIGATIONS AND OBLIGATION TO THE PUBLIC

Section 13.1:
The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Furthermore, the parties recognize that in the performance of their duties questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, departmental supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

Section 13.2:
In order to maintain the security of the City and protect the interests of its citizens and the rights of the individual officers, the parties agree that the City must have the right to conduct investigations of citizens' complaints and on matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement, relative to a complaint against him, shall be conducted in a manner conducive to good order and discipline; meanwhile, observing and protecting the individual rights of each member of the force. The investigation shall be conducted in accordance with applicable law.

Section 13.3:
The City reserves the right to request any employee covered by this Agreement to submit to any truth-detecting device. The employee shall not be subject to disciplinary action for refusal to take the test.

ARTICLE 14 - VACANCIES/PROMOTIONS

Section 14.1:
All permanent budgeted vacancies in the sergeant rating shall be filled within thirty (30) days if a valid eligibility list is in existence however, nothing herein shall prevent the City from terminating any budgeted vacancy that may occur.

ARTICLE 15 - VACATION LEAVE

Section 15.1:
Vacation accrual shall be credited to each employee by the first of every month provided the employee has worked at least ¾ of the previous month. Vacation must be scheduled in advance and used before December 31 of each year. There shall be no entitlement to vacation payout for employees who have not completed five (5) years of service.

Section 15.2:
Employees covered by this Agreement who have been continuously in the employ of the City for at least one (1) year shall be entitled to annual vacation as outlined in the table below:

1 through 7 years continuous service – 192 hours per year divided by 12 and credited monthly.

8 through 9 years continuous service - 216 hours per year divided by 12 and credited monthly.

10 through 14 years continuous service- 224 hours per year divided by 12 and credited monthly.

15 through 19 years continuous service- 232 hours per year divided by 12 and credited monthly.

20 continuous years of service - 256 hours per year divided by 12 and credited monthly.

This vacation leave is non-cumulative. However, a maximum of eighty (80) hours may be carried over into the next calendar year.

Section 15.3:
Vacation time may be used at the employee's discretion contingent upon sufficient manpower or the operational needs and with the approval of the member's chain of command. Requested vacation time shall not be arbitrarily withheld.

ARTICLE 16 - SICK LEAVE

Section 16.1:
Employees covered by this Agreement shall earn 8 hours of sick leave for each month actually worked. There shall be no entitlement to sick leave accrual for any month in which less than eighty hours have been worked. Sick leave shall begin accruing from the date of employment.

Section 16.2:
For calculation of payout upon death, retirement, or resignation, the employee's premium rate shall be calculated using five (5) year average final compensation.

Section 16.3:
While there shall be no maximum accumulation for employees, a maximum of 640 hours shall be used for calculations of payout upon death, retirement, or entering the DROP, or resignation. Such payouts shall be calculated according to the following schedule:

a) Upon retirement, or entering the DROP, employees shall be compensated at premium rate for fifty percent of accumulated sick leave up to a maximum 640 hours.

b) Upon the death of an employee, such employee's beneficiary or other person designated by the employee in writing shall be compensated at the premium rate for one hundred percent of the employee's accumulated sick leave, subject to the maximum.

c) Employees with ten (10) or more years service who resign or are terminated in good standing may receive cash payment at the premium rate, equal to fifty percent of his/her unused accumulated sick leave up a to a maximum 640 hours.

Section 16.4:
Employees hired prior to 10/01/1993, with a sick leave accrual greater than 640 hours on ~~the date of contract ratification~~3/7/06 may buy down a maximum of 320 hours by electing a transfer to the Health Retirement Account (HRA), a Cash Distribution or deferral of payout until DROP entry or retirement. The employee must make an election within 180 days of 3/7/06~~contract ratification~~.

Employee hired before 10/01/1993 are grandfathered with the old contract provisions which allowed 100% of 960 hours for accumulation and payouts. However if the employee electeds to buy down the accrual then they will adhere to Section 16.3 above except that the amount for payout upon retirement, or entering the DROP shall be one hundred percent (100%) of accumulated leave up to the maximum of 640 hours.

Section 16.5:
On or before 10/01/2006, employees may elect a transfer to the HRA (once established) or to be paid, at the premium rate, for sick leave earned in a fiscal year, not to exceed forty eight (48) hours of sick leave accrued in that fiscal year provided they have at least one hundred forty four (144) hours of sick leave remaining in the bank after calculation of the payment at the end of the fiscal year. Payment or transfer shall be made in the last paycheck in November of the succeeding fiscal year as long as this sick leave benefit and procedure remain in existence or remain unmodified.

Section 16.6:
For purposes of this section employees may request any or all payouts to be transferred to the HRA in lieu of a cash distribution.

ARTICLE 17 - BEREAVEMENT LEAVE

Section 17.1:
Where there is a death in an employee's immediate family, that employee may be granted a bereavement leave of a maximum of three (3) days provided services are within the State and five (5) days for services out of State. If a second death occurs within a calendar year, the employee will be granted another three (3) days regardless of whether it is within the State or not.

Section 17.2:
The employee's immediate family is defined as the employee's spouse, father, mother, sister, brother, or child, and the father, mother, sister, brother, or child of the spouse, and the grandparents or grandchild of the employee, and subject to the approval of the City Manager or his designee any other member of the employee's immediate household who is a blood relative or related through marriage.

Section 17.3:
The City reserves the right to require documentation supporting all approval of bereavement leave after employee returns to work.

ARTICLE 18 - CLOTHING ALLOTMENT AND MAINTENANCE

Section 18.1:
Sworn police officers who are required to wear non-issue clothing in the course of their jobs shall receive a clothing allowance of $60.00 per month~~, retroactively applied back to 10/01/2005~~.

Section 18.2:
The City agrees to pay an allowance of $30.00 per month to all other employees covered by this Agreement for the purposes of maintaining issued clothing.

Section 18.3:
No duplication of benefits of Section 18.1 or 18.2 shall be made to cover the same time period.

Section 18.4:
The clothing allowance provided herein shall be paid bi-weekly or monthly.

ARTICLE 19- FUNERAL AND BURIAL EXPENSES

The City agrees to pay a $5,000 death benefit to the beneficiary of, or other person designated in writing, employees covered by this Agreement who are killed in the line of duty.

ARTICLE 20 - PAYROLL DEDUCTIONS OF DUES

Section 20.1:
Any employee covered by this Agreement shall have dues deducted and collected by the City from the salaries of those employees who authorize the deduction of said dues and such authorization will include approval of the President of the Association. All forms for payroll deduction of dues or revocation are available with the Treasurer of the Association and the Personnel Director for the City.

Section 20.2:
Such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Association.

Section 20.3:
The Association will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of the President of the Association. Changes in Association membership dues will be certified to the City and shall be done at least 30 calendar days in advance of the effective date of such change.

Section 20.4:
Dues shall be deducted biweekly and the funds deducted shall be remitted to the Treasurer of the Association by the 15th of the following month. The Association will hold the City harmless against any claims made and against any suits instituted against the City based upon payroll deduction of Association dues.

Section 20.5:
No authorization shall be allowed for payroll deduction of initiation fees, special assessments, or fines.

ARTICLE 21 - WAGES

Section 21.1:

Effective upon ratification or imposition of an Agreement containing this Article, all bargaining unit members employed by the City on July 8, 2010 shall receive a 3% wage increase effective July 8, 2010.

~~A fair and equitable wage adjustment of 4% effective 10/01/2005, 3% effective 10/01/2006 and 3% effective 10/01/2007 will be granted to all bargaining unit members. The 4% wage adjustment will be retroactive to October 1, 2005 and only those bargaining unit members employed at the time of ratification would be eligible for the retro payment.~~

The amounts set forth in the following table include the aforementioned wage increase applicable to those bargaining unit members employed at the time of ratification:

Police Officers

1	$48,568.00
2	$51,001.60
3	$53,580.80
4	$56,201.60
5	$59,072.00
6	$61,984.00
7	$65,062.40
8	$68,348.80

Police Sergeants

1	$72,571.20
2	$75.088.00
3	$77,750.40
4	$80,433.60
5	$83,283.20
6	$86,174.40
7	$89,190.40
8	$92,289.60

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Section 21.2:

Advancement in wages through the steps provided in the Human Resource System shall not be automatic, but rather will be based upon merit. The standard for merit advancement shall be "satisfactory performance" of each of the various requirements and standards of the position. For purposes of this section "meets standards" is utilized in the Police department employee evaluations and shall have the same meaning as "satisfactory performance" herein.

Section 21.3:
Wage advancements in the base salary may occur, subject to the requirements of Section 21.2 above, on the first full pay period after the employment anniversary date. For any members hired after 3/7/06~~the date of ratification of this agreement~~, their anniversary date for step increases in Section 21.2 above will be their date of certification.

Section 21.4:
There shall be no entitlement to longevity payments for employees hired after 10/01/93. For members hired before 10/01/1993 the following longevity provisions shall remain for the duration of the phase out period:

Upon completion of seven (7), ten (10), fifteen (15), and twenty (20) years of continuous service with the City, the police officers shall, on each occasion, receive a longevity increase of $900 and Sergeants shall receive a longevity increase of $1,000.

Section 21.5:
Employees assigned to the following special duty assignments shall receive additional annual compensation of:

	Annual	Pay Period	Effective
a. Traffic Homicide Investigators -	$1,000.00	$ 38.46	10/01/2005
b. Investigative Services Division -	$3,120.00	$120.00	10/01/2006
c. Special Operations Division -	$3,120.00	$120.00	10/01/2006
d. S.W.A.T -	$1,560.00	$ 60.00	10/01/2006
e. Field Training Officer -	$1,200.00	$ 46.15	10/01/2005
f. Sergeants in Section 21.5 (b) or (c) -	$4,120.00	$158.46	10/01/2006

There shall be no more than fifteen (15) persons assigned by the Chief of Police to the S.W.A.T. unit at any one time.

Section 21.6:
Transfer of an officer into a special duty assignment shall not be considered a promotion, nor shall transfer out of a special duty assignment be considered a demotion.

Section 21.7:
Each employee who is assigned as a K-9 Officer and who has the care and custody of a dog will receive additional compensation as follows:
K-9 Officers will receive additional pay each month in

(a) The amount of $100 as reimbursement for services rendered associated with the care and upkeep of the animals.

(b) In addition, K-9 Officers will be given one shift per month additional time off for services rendered for handling the animals during off duty hours. This additional shift must be utilized each month and shall not be included as part of the vacation, sick leave or other accruals and may only be taken as compensation time, not paid time. Furthermore, if an employee is

reassigned or ceases to serve as a K-9 Officer, there will be no compensation for the unused hours.

Section 21.8:
Officers promoted from Patrolman to Sergeant shall receive a pay increase of not less than 5%.

Section 21.9:
Members assigned to the midnight shift (Alpha Shift) shall receive fifty dollars ($50.00) bi-weekly for differential pay. Midnight shift is defined as one-half or more of a members regular scheduled shift if, after 10:00 pm.

Section 21.10:
~~Upon contract ratification~~Effective 3/7/06, new hires with previous experience in law enforcement may be hired at higher starting salaries based on their experience. Starting salary can not exceed the years of experience minus one pay grade year.

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Section 21.11:
Members are required to have Direct Deposit of their paycheck as established by the City.

Section 21.12:
Schedule changes or wage adjustments/payments will be effective at the beginning of a pay period or on the first full pay period after the change.

ARTICLE 22 - EDUCATIONAL INCENTIVE

Section 22.1:
The provisions of this Article shall apply only to those employees presently receiving an educational bonus or presently enrolled in an approved degree program. Said employees must complete the degree program and receive the degree by 9/30/97 to be eligible for bonus payments as provided in Section 22.2 below.

Section 22.2:
Any officer hired prior to October 1, 1987, who has been continuously employed by the City for two years, and who possesses or earns a degree, or the equivalent of academic work in a Law Enforcement Program, as specified by the City Manager, shall receive educational bonuses as provided below:

> Employees who possess an associate's degree or equivalent shall receive a yearly bonus of $600.
>
> Employees who possess a bachelor's degree or equivalent shall receive a yearly bonus of $1,200.

Any officer hired after October 1, 1987 who has been continuously employed by the City for two years and who possesses or earns a degree, or the equivalent of academic work in a Law Enforcement Program, as specified by the City Manager, shall receive educational bonuses as provided below.

> Employees who possess an associate's degree or equivalent shall receive a yearly bonus of $600 for four (4) consecutive years up to a maximum of $2,400.
>
> Employees who possess a bachelor's degree or equivalent shall receive a yearly bonus of $1,200 for four (4) consecutive years up to a maximum of $4,800.

At no time may an officer receive a bonus for an associate degree and a bonus for a bachelor's degree at one time.

Payments will be made during the first pay day in the month of December, and continue thereafter for the duration of this agreement.

Only those members of the bargaining unit of employees who have achieved a bonafide college degree (i.e. Associates, Bachelors, masters, PhD, Juris Doctor) before September 30, 1997 shall be eligible for this benefit. Those members of the bargaining unit holding college degrees dated before September 30, 1997 must have a date of hire as a certified law enforcement officer with the Hallandale Beach Police Department of on or before October 1, 1998.

Section 22.3:
Payment of tuition by the City for approved education programs will be in conformance with the following:

(a) Upon approval of the Degree Program or course of study by the Police Chief, the Personnel Director and the City Manager, the City will pay the tuition of regular employees for any eligible educational program. An eligible educational program is one that, in the judgment of the City is directly related to the employee's current position and which will improve performance in a current position or which constitutes preparation for promotion to related higher level of responsibilities.

(b) Employees will be entitled to a refund of tuition upon the successful completion of each approved course based on the following scale:

Grade	Refund
A & B	100%
C	75%
D	none

(c) If an employee voluntarily terminates employment with the City within two years following the completion of any educational program for which such employee has received a refund, then the amount of tuition refund paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any salary or wages due to the employee from the City.

(d) Any regular employee who is approved for attendance in any educational program must pay tuition costs directly to and be accepted for enrollment by an accredited education institution. No reimbursement will be made for text books, lab fees or any other expenses. No course work shall be performed during working hours unless approved by the Chief of Police. In such event, course work performed during working hours shall be deducted from accumulated leave time.

(d) Correspondence courses are not reimbursable.

(e) Tuition reimbursement shall be limited to no more than the cost of tuition at State institutions.

Section 22.4:
It is agreed that the City will endeavor to arrange schedules, manpower and other departmental responsibilities permitting, to enable the employees covered under this Agreement to attend educational pursuits for the furtherance of their law enforcement careers.

ARTICLE 23 - CIVIL SUITS

Section 23.1:

The City shall automatically undertake the defense of any employee against civil damage suits arising out of action taken in the course and scope of his duty and will file proper and appropriate counter suits. This is to include false arrest insurance coverage or equivalent coverage to $100,000.00 provided by the City.

ARTICLE 24 - ON THE JOB INJURIES

Section 24.1:
Whenever an employee covered by this Agreement is injured while on duty with the City in performing his normal full-time duties, the City shall pay the difference between his normal salary and the amount being paid by Workers' Compensation Insurance to the employee for a period of thirty (30) days from the date of injury. At this time, the City may extend this period to up to six (6) months from the date of injury upon recommendation by a physician selected by the City and the attending physician of the employee if the physicians are in fact different. Both this extension period and the initial thirty (30) day period may be cancelled at any time upon the recommendation of either a physician selected by the City or the employee's attending physician (if the Physicians are in fact different) if either of the examining physicians determine that this recuperative period is no longer necessary. Employees claiming any injury under the provisions of this Article may be required to submit to such examinations as are requested by the City.

Section 24.2:
Upon expiration of thirty (30) calendar days subsequent to the on-the-job injury, if the employee is still unable to perform full normal duties, the City reserves the right to request said employee to perform any task that the attending physician(s) deem he is capable of performing. While performing in such light duty or related status, the injured employee will be compensated at his full rate of pay and other such benefits as he is entitled to, up to but not exceeding six (6) months.

Section 24.3:
If, after the expiration of the six (6) month time period the employee is still unable to perform full normal duties, he shall utilize accrued sick leave; during which period the employee shall receive the difference between his normal salary and the amount being paid by Workers' Compensation Insurance; and when accrued sick leave has expired, if the employee is still unable to perform his normal full time duties, he shall utilize accrued vacation leave; and if said employee is still unable to perform his full time duties, said employee will then come under the provisions of the Hallandale Municipal Fire and Police Pension System except for the provisions of Section 24.4.

Section 24.4:
The City reserves the right to offer employment for which the injured employee is qualified and capable of performing based upon the recommendation of the attending physician(s) and if such employment is not in the police services the City agrees to pay the difference in the amount of salary for said position which the employee normally would have enjoyed if he had not been injured while performing his normal full time duties for the City.

Section 24.5:
Any employee, who may be injured while on a private duty detail previously approved by the City shall be entitled to the same rights, privileges and benefits as if he were injured while performing his duties for the City.

ARTICLE 25 - GRIEVANCE PROCEDURES

Section 25.1:
In a mutual effort to provide a harmonious working relationship between the parties of this Agreement, it is agreed and understood by the parties that there shall be a procedure for the resolution of grievances involving the application or interpretation of this Agreement.

Section 25.2:
Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step.

Section 25.3:
In computing the time prescribed under this Article, the day of the act, event, response or occurrence from which the designated period of time begins to run, shall not be included. The last day of the time period, so computed, shall be included unless it is a Saturday, Sunday or holiday observed by the City. Days as contained in Section 25.4 of this Article shall refer to calendar days.

Section 25.4:
Grievances shall be presented in the following manner, except for grievances involving the interpretation or the application of this Agreement regarding a suspension, demotion or termination shall follow Section 25.5 of this Article:

Step 1: The aggrieved employee shall discuss the grievance with his immediate supervisor/sergeant, within five (5) days of the occurrence of the event which gave rise to the grievance. This first step shall be on an informal and oral basis and need not involve the Employee organization or any other representative of the employee. The immediate supervisor will respond within five (5) days after timely presentation of the grievance to him.

Step 2: Any grievance which is not satisfactorily settled with the immediate supervisor shall be reduced to writing by the employee and shall next be taken up with his Division Commander. Such grievances shall be presented to the Division Commander in writing, within five (5) days after the immediate supervisor's response was due in Step 1. The Division Commander shall, within five (5) days after presentation of the grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

Step 3: Any grievance which cannot be satisfactorily settled with the Division commander shall next be taken up with the Chief of Police. The grievance as specified in writing in Step 2 shall be presented, in writing by the

aggrieved party, to the Chief of Police within five (5) days after the date the Division Commander's decision was due. The Chief of Police shall meet with the employee within five (5) days after timely presentation of the grievance to him. The Chief of Police shall, within ten (10) days after this discussion (or such longer period of time as is mutually agreed upon), render his decision in writing.

Step 4: In the event the employee is not satisfied with the disposition of the grievance in Step 3, he shall have the right to appeal the Chief of Police's decision to the City Manager or his designee within five (5) days of issuance of the Chief of Police's decision. Such appeal must be accomplished by the filing of a copy of the original written grievance together with a letter signed by the employee, or at the employee's option the Representative of the Employee Organization requesting that the Chief of Police's decision be reversed. The City Manager shall, within fifteen (15) days of the filing of the appeal (or some longer period of time as is mutually agreed upon) render his decision in writing with a copy to the Employee Organization.

Section 25.5:
Where grievant chooses to utilize the grievance procedure under this Article involving the interpretation or the application of this Agreement for a suspension, demotion or termination, the grievance shall automatically follow the procedure as set forth in this section. The grievant shall present the grievance in writing to the City Manager within five (5) days of the occurrence of the event which gave rise to the grievance. The City Manager may within twenty days (20) of the filing of the grievance (or some period of time as is mutually agreed upon) meet with the grievant, and shall render his decision in writing with a copy to the Employee Organization.

Section 25.6:
Where a grievance is general in nature in that it applied to a number of employees rather than an individual employee, or if the grievance is directly between the Employee Organization and the Department or the City, such grievance shall be presented in writing directly to the Chief of Police, within the time limits provided for the submission of a grievance in Step 1. The grievance shall be signed by the aggrieved employee, or the Representative of the Employee Organization. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 3 and Step 4.

ARTICLE 26 - ARBITRATION

Section 26.1:
In the event a grievance processed through the grievance procedure has not been resolved, either the City or the Employee organization may submit the grievance to arbitration within fifteen (15) days after the City Manager, or his designee, renders a written decision. The parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names, thus leaving the seventh (7th), which will give a neutral or impartial arbitration. The striking of names shall proceed in an alternative manner.

Section 26.2:
The City and the Employee organization shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in the Agreement not to be subject to arbitration or which is not a grievance; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable laws, except to the extent as specifically provided herein.

Section 26.3:
Each party shall bear the expense of its own witnesses and of its own representatives. The impartial arbitrator's fee and related expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

Section 26.4:
The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the closing of the arbitration hearing. The arbitrator's award shall be final and binding.

Section 26.5:
The grievance and arbitration procedure herein shall have no application to the resolution of disputes between the parties concerning the terms of a new Collective Bargaining Agreement to replace this Agreement.

Section 26.6:
Consistent with the provisions of the Florida Public Employees Relations Act, F.S. Chapter 447, it is mutually acknowledged and agreed that this Collective Bargaining Agreement shall be administered within the amounts appropriated by the City Commission for funding of the Collective Bargaining Agreement. Accordingly, and notwithstanding any other provision of this Collective Bargaining Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution or regulation or provision of this Collective Bargaining Agreement to result in, obligate, or cause the City to have to bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Commission for the funding of this Collective Bargaining Agreement as agreed upon by the parties. Any such award, which contravenes or is not in compliance with the provisions of this paragraph, shall be null and void.

ARTICLE 27 - ACTING OFFICER

Section 27.1:
Employees covered by this Agreement who are assigned to temporarily fill a position of a higher rank shall receive assignment pay of five percent (5%) above their base pay for hours worked in said temporary position, provided a minimum of three (3) consecutive shifts are worked in the position within the pay period.

ARTICLE 28 - PHYSICAL TRAINING

Section 28.1:

All officers covered under this Agreement will have access and free use of the City parks during the time in which such facilities are open to the public.

ARTICLE 29 –OUTSIDE SERVICE DUTY DETAILS

Section 29.1:
Any member of the bargaining unit injured while on an Outside Service duty detail shall be entitled to the same rights, privileges and benefits as if said member were injured while performing duties for the City.

Section 29.2:
Outside Service duty detail shall be defined as police related work or duties performed within the municipal corporation limits of Hallandale Beach and shall not include similar work engaged outside of said corporate limits nor shall it include any other type of work whether within or without the City. Article 5, Section 5.1 of this agreement shall apply to employees on Outside Service Duty Detail with the Police Chief's approval.

Section 29.3:
Outside Service duty detail shall be permitted and authorized at the reasonable discretion of the Chief of Police. In the event that subsequent to a bargaining unit member being so authorized to engage in Outside Service duty detail said member is required for regular or special duty police work within the City, the Chief of Police may revoke said authorization for Outside Service duty details, even when this action would require the members to be pulled off a Outside Service duty detail already in progress.

Section 29.4:
The billing rate for Outside Service duty details falling within the Article shall be negotiated by representatives of this bargaining unit with the respective vendors. The bargaining unit representatives shall be responsible for keeping the Director of Finance advised in writing of hourly charges so that costs of Unemployment Insurance, Workers' Compensation, employees' share of F.I.C.A. and administrative costs incurred by the City can be properly deducted. Additionally, there shall be withheld the required income tax and Social Security deduction and the employee shall receive the net amount.

Section 29.5:
Effective upon ratification or imposition of an Agreement containing this Article, outside service duty details will no longer be pensionable and earnings from such details will not ~~Upon implementation of the pension provision related to outside duty details, it is agreed that these earnings shall~~ be subject to pension fund contributions from employees. Outside duty details hours worked shall not be considered as hours worked for the purpose of overtime or the accrual of any City paid fringe benefit.

Section 29.6:
The City is not required to pay sick leave compensation to any unit member who works any private duty detail if any time within twenty-four(24) hours before or after such detail, the unit member is absent from his regular or special duty City police work. However, a unit member shall receive sick leave compensation even though any time within twenty-four (24) hours of such detail, he is absent from his regular or special duty City police work, if he submits to his supervisor a medical certificate of illness.

ARTICLE 30 - MEDICAL INSURANCE

Section 30.1:
The City agrees to pay the entire cost of medical insurance for employee coverage. It is further agreed that the employees having dependent coverage shall contribute thirty percent (30%) of the cost of this dependent coverage.

Section 30.2:
Nothing in this Agreement shall prohibit the City from changing medical insurance carriers, or any other condition relating to medical coverage that the City may consider advisable.

ARTICLE 31 - TRANSFERS

Section 31.1:
As recognized in Article 2 of this agreement, it is the sole discretion of the City through the Chief of Police to transfer police officers and sergeants from one assignment to another. However, if an involuntary transfer results in a permanent (more than 30 calendar days) change of assignment, then the City agrees to provide the affected employee at least seven (7) working days notice prior to the effective date of such transfer. Upon mutual agreement by both the City and the affected employee, this notice provision may be shortened or waived altogether. Transfers shall not be used for discipline.

ARTICLE 32 - SETTLEMENT AND PENSION

Section 32.I:

The Parties agree to maintain the Police and Fire Pension Plan as a single employer defined benefit plan. The plan document is the enacting Ordinance 2008~~4~~-2~~09~~ as amended by the City, and is incorporated herein as reference. The parties further agree that the intent is to continue to maintain one plan and therefore the Police and Fire bargaining unit shall work together to provide the same language for consideration. The following are the modifications to the Plan that were agreed to by the parties as a result of their negotiations concerning the Collective Bargaining Agreement covering the period October 1, 2005 through September 30, 2008 and which have since been incorporated into the Ordinance:

1. Effective 10/01/2006, include Outside Service Duty Detail Compensation as Pensionable Earnings up to a maximum of $10,000 per year. However all Outside Service Duty Detail earnings will be subject to the Employees contribution rate agreed herein. Additionally the Pension fund shall incur all administrative cost for implementing same.

2. Effective 01/01/2006, Include an additional 1% COLA for members that are eligible for the current COLA.

3. Effective upon ratification, the monthly pension stipend will be changed as follows:
    a. Members hired after 01/01/1996 shall not receive any medical stipend benefit from the pension plan.
    b. Members hired before 01/01/1996 shall be eligible for the pension medical stipend with the same provisions as provided in the current ordinance. ($10 per year, Maximum $200 monthly)
    c. Retired Members currently receiving a monthly pension stipend shall continue the current stipend. ($10 per year, maximum $200 monthly)
    d. All eligible stipend recipients are no longer required to provide annual proof of health insurance.

4. For employees hired after 01/01/2006, modify the Additional Accrual Service (AAS) Buyback percent the employee pays from 8.4% to the actual actuarial cost of the benefit and allow the member to pay for this in 10 years instead of 5 years.

5. Increase members' contribution percentage from 8% to 10% effective 10/01/2006

6. Effective 10/01/2006, continue the current prior service credit buyback provisions but require member to have 10 years of actual service before a member can utilize the prior service credit buyback.

7. Effective 01/01/2006, change the Final Compensation calculation to the average of the two most recent Calendar Year Pensionable earnings. Calendar Year

means a one year period ending on December 31.

Section 32.2:

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The following are the ~~parties proposed~~ modifications to Ordinance 20084-209 that were imposed by the ~~, subject to~~ City Commission ~~approval:~~on July 8, 2010 and that will be adopted by City Ordinance in connection therewith:

1. Effective July 8, 2010, Outside Service Duty Detail Compensation will no longer be counted as Pensionable Earnings and earnings from such details will not be subject to pension fund contributions from employees.

2. Effective July 8, 2010, members who have not yet entered the DROP and are not yet eligible for normal retirement under the Plan and who later enter the DROP and select the assumed rate option shall have their DROP investment return rate revert to the actual earnings method upon completing their five (5) year DROP.

3. Effective July 8, 2010, decrease members' contribution percentage from 10% to 9.5%.

ARTICLE 33 - LAW ENFORCEMENT ACHIEVEMENT PAY – (L.E.A.P.)

Section 33.1:
Members hired after October 1, 1993 will be eligible to receive additional compensation by achieving credits in the Law Enforcement Achievement Program (L.E.A.P.). Any program detail change that may affect member wages or hours worked must be negotiated by both parties.

Level I	Officer	$ 900.00	Annually
	Sergeant	$1,000.00	Annually
Level II	Officer	$1,800.00	Annually
	Sergeant	$2,000.00	Annually
Level III	Officer	$2,700.00	Annually
	Sergeant	$3,000.00	Annually
Level IV	Officer	$3,600.00	Annually
	Sergeant	$4,000.00	Annually

ARTICLE 34 – HEALTH RETIREMENT ACCOUNT

Section 34.1:
The Union and the City agree that the City will establish a Health Retirement Account for the benefit of members employed as of 3/7/06~~the date of ratification~~. This benefit will only be available to those bargaining unit members that are employed ~~at the time of ratification~~as of 3/7/06. Rehired members are only entitled to this benefit based on their current completed years of service.

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Section 34.2:
A lump-sum start up provision ~~will~~ required the City to contribute the following amounts into a HRA established for the benefit of the member based on completed actual months of service. (Excludes any buyback years) The date used to determine actual months of service shall be 07/01/2006.

a. $62.50 per month for members with 1 month up to 60 months of completed service
b. $83.33 per month for members with 61 months up to 120 months of completed service
c. $62.50 per month for members with more than 121 months of completed service

Section 34.3:
Effective 10/01/2006, the City will contribute to member account $62.50 per month for each month of completed service into a HRA established for the benefit of the member ($750 annually).

Section 34.4:
Vesting provisions, contributions of accrued leave, voluntary irrevocable election for employee contribution, contributions are not pensionable, eligibility requirements and other specific plan provisions will be determined upon implementation of the plan design.

Section 34.5:
A member must have been employed at the time the HRA wa~~is~~ established to receive this benefit into a HRA. If a vested member ~~leaves~~ left after 3/7/06 ~~the ratification~~ but before the establishment of the HRA account and ~~is~~ received~~ing~~ a retirement check then a cash distribution less the applicable taxes ~~shall~~ should have been distributed upon payout for the amount provided in Section 34.2.

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Section 34.6:
The provisions of this Article were ~~shall~~ not ~~be~~ applicable for members that ~~leave~~ left employment as a result of resignation or termination between October 1, 2005 and prior to the HRA being established.

ARTICLE 35 - DURATION OF AGREEMENT

Section 35.1:
This Agreement is effective October 1, 2008~~5~~, and shall remain in full force and effect through and including September 30, 2010~~08~~.

Section 35.2:
The following procedures shall constitute the correct method for negotiation: either party may submit written notice as to the need for Collective Bargaining between 90 and 120 days prior to October 1, 2010~~08~~. The Employee organization shall submit the proposed changes that it wishes to negotiate either in the initial notice of negotiations or at the first meeting. It shall be the obligation of both parties to meet and confer within ten (10) days after the receipt of written notice of a request for a meeting for Collective Bargaining purposes unless this time limit is extended by mutual consent.

ARTICLE 36 – SEVERABILITY

Section 36.1:

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect, and this Agreement shall be construed as if such illegal, void or unenforceable provision had never been contained herein.

~~ARTICLE 37 – CONTRACT REOPENER~~

~~Section 37.1:~~
~~The City reserves the right to reopen and negotiate the pension ordinance provision which allows terminated members to keep the DROP account in the Plan and earn a fixed amount.~~

WHEREFORE, in accordance with Section 447.309, Florida Statutes, the undersigned representatives sign this Agreement. Signed this _____.

SIGNATURE PAGE

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION	CITY OF HALLANDALE BEACH
_____ _____ Name Date	_____ Name Date
_____ Title	_____ Title
_____ Name Date	_____ Name Date
_____ Name Date	_____ Name Date
_____ Name Date	_____ Name Date