

Memo

To: Honorable Mayor and Members of the City Commission

From: Desorae Giles-Smith, City Manager
Alison Smith, Esq., Labor Counsel

Date: September 12, 2024, Commission Meeting

RE: Proposed Resolution Providing for Ratification of the Collective Bargaining Agreement Between the City and the Florida State Lodge Fraternal Order of Police Lodge #161

RECOMMENDATION

It is recommended that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the Collective Bargaining Agreement (the "Agreement") between the City of Lauderdale (the "City") and the Florida State Lodge Fraternal Order of Police Lodge #161 ("Union").

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement, which applies to the City's Police Officer and Sergeant employees, is for a three (3) year term commencing October 1, 2024 and expiring September 30, 2027. The three (3) year agreement will allow for all unions in the City to be on the same negotiation rotation. The following key sections of the Agreement have been summarized for the Commission's convenience:

- **Hours of Work and Overtime.**
 - (a) Night Shift Differential. Employees regularly assigned to the Alpha (midnight) shift for an entire pay period shall receive a pay incentive of one hundred dollars (\$100.00) per pay period, The Parties agree that shift differential pay is not "earnable compensation" pursuant to Section 2-75 of the Police Pension Plan.
 - (b) Emergency Operations. Any members required to work during a state of emergency declared by the Governor of the State of Florida or the City Manager shall receive double their regular base rate of pay for any overtime hours worked, only if the City is eligible for reimbursement by the State or Federal government.

- **Holidays.**

(a) New Year's Eve. Effective October 1, 2024, the City will recognize New Year's Eve as an official holiday for employees covered by this Agreement.

- **Wages.**

(a) Cost of Living Increases. Employees shall be paid in accordance with the Pay Plans below:

FY 25: October 1, 2024 – September 30, 2025

Description	Step	FY 25 Annual	Bi-Weekly	Hourly
Police Officers	1	\$72,192.75	\$2,776.64	\$33.0553
	2	\$74,007.68	\$2,846.45	\$33.8863
	3	\$76,968.81	\$2,960.34	\$35.2421
	4	\$80,046.90	\$3,078.73	\$36.6515
	5	\$84,049.25	\$3,232.66	\$38.4841
	6	\$88,251.35	\$3,394.28	\$40.4081
	7	\$92,664.59	\$3,564.02	\$42.4288
	8	\$96,834.60	\$3,724.41	\$44.3382
	9	\$101,190.92	\$3,891.96	\$46.3328
	10	\$112,500.00	\$4,326.92	\$51.5110

Description	Step	FY 25 Annual	Bi-Weekly	Hourly
Police Sergeants	1	\$99,214.50	\$3,815.94	\$45.4279
	2	\$101,854.35	\$3,917.48	\$46.6366
	3	\$106,079.22	\$4,079.97	\$48.5711
	4	\$110,479.01	\$4,249.19	\$50.5856
	5	\$115,061.99	\$4,425.46	\$52.6841
	6	\$119,834.37	\$4,609.01	\$54.8692
	7	\$124,805.48	\$4,800.21	\$57.1454
	8	\$132,600.00	\$5,100.00	\$60.7143

FY 26: October 1, 2025 – September 30, 2026

Description	Step	FY 26 Annual	Bi-Weekly	Hourly
Police Officers	1	\$74,719.50	\$2,873.83	\$34.2122
	2	\$75,487.83	\$2,903.38	\$34.5640
	3	\$78,508.19	\$3,019.55	\$35.9470
	4	\$81,647.84	\$3,140.30	\$37.3845
	5	\$85,730.23	\$3,297.32	\$39.2538
	6	\$90,016.37	\$3,462.17	\$41.2163
	7	\$94,517.88	\$3,635.30	\$43.2774
	8	\$98,771.29	\$3,798.90	\$45.2249
	9	\$103,214.73	\$3,969.80	\$47.2595
	10	\$117,576.00	\$4,522.15	\$53.8352

Description	Step	FY 26 Annual	Bi-Weekly	Hourly
Police Sergeants	1	\$102,687.01	\$3,949.50	\$47.0179
	2	\$103,891.44	\$3,995.82	\$47.5693
	3	\$108,200.80	\$4,161.57	\$49.5425
	4	\$112,688.59	\$4,334.18	\$51.5973
	5	\$117,363.22	\$4,513.97	\$53.7377
	6	\$122,231.06	\$4,701.19	\$55.9666
	7	\$127,301.58	\$4,896.21	\$58.2883
	8	\$139,495.20	\$5,365.20	\$63.8714

FY 27: October 1, 2026 – September 30, 2027

Description	Step	FY 27 Annual	Bi-Weekly	Hourly
Police Officers	1	\$76,998.44	\$2,961.48	\$35.2557
	2	\$77,337.28	\$2,974.51	\$35.4108
	3	\$80,078.35	\$3,079.94	\$36.6659
	4	\$83,280.79	\$3,203.11	\$38.1322
	5	\$87,444.83	\$3,363.26	\$40.0388
	6	\$91,816.70	\$3,531.41	\$42.0406
	7	\$96,408.23	\$3,708.01	\$44.1430
	8	\$100,746.72	\$3,874.87	\$46.1295
	9	\$105,279.03	\$4,049.19	\$48.2047
	10	\$123,755.00	\$4,759.81	\$56.6644

Description	Step	FY 27 Annual	Bi-Weekly	Hourly
Police Sergeants	1	\$105,968.88	\$4,075.73	\$48.5205
	2	\$106,280.94	\$4,087.73	\$48.6634
	3	\$110,364.82	\$4,244.80	\$50.5333
	4	\$114,942.36	\$4,420.86	\$52.6293
	5	\$119,710.49	\$4,604.25	\$54.8125
	6	\$124,675.68	\$4,795.22	\$57.0859
	7	\$129,847.62	\$4,994.14	\$59.4540
	8	\$145,999.86	\$5,615.38	\$66.8498

(b) Premium Pay. Members in the following special assignments shall receive a weekly allowance of forty-five dollars (\$45.00) per week: Criminal Investigations Division (CID), Vice Intelligence Narcotics (VIN), Canine (K9), Special Projects Unit (SPU), School Resource Officer (SRO), Community Police Officer (CPO), Traffic Officer, Professional Standards Unit, Training Unit, Accreditation Unit, Administrative Sergeants, and Public Information Officer (PIO). Administrative sergeants will also receive the premium pay indicated herein.

(c) Longevity. Employees who have completed ten (10) to fourteen (14) years of continuous service as a bargaining unit employee as of October 1, 2024 shall receive a lump sum longevity payment of three percent (3%) of their base pay. Employees who have completed fifteen (15) to nineteen (19) years of continuous service as a bargaining unit employee as of October 1 of each year shall receive a lump sum longevity payment of four percent (4%) of their base pay. Employees who have completed twenty (20) or more years of continuous service as a bargaining unit employee as of October 1 of each year shall receive a lump sum longevity payment of five percent (5%) of their base pay.

On October 1, 2025, the foregoing longevity payments will increase by one half of one percent (.5%); therefore, for fiscal years (FY) 26 and 27, employees who have completed ten (10) to fourteen (14) years of continuous service as a bargaining unit employee as of each year shall receive a lump sum longevity payment of three percent and one-half (3.5%) of their base pay. Employees who have completed fifteen (15) to nineteen (19) years of continuous service as a bargaining unit employee as of October 1 of each year shall receive a lump sum longevity payment of four and one-half percent (4.5%) of their base pay. Employees who have completed twenty (20) or more years of continuous service as a bargaining unit employee as of October 1 of each year shall receive a lump sum longevity payment of five and one-half percent (5.5%) of their base pay.

All longevity payments will be made on or before October 31 of each year.

- **Promotions to the Rank of Sergeant.**

- (a) Eligibility for Promotional Examination. In order to be eligible to take the promotional examination for the position of Sergeant, the non-probationary employee must be able to demonstrate the following:

Three (3) years of employment as a certified police officer with the City of Lauderhill as of the date set for the promotional examination; and a minimum of sixty (60) semester or ninety (90) quarter hours of an associate's degree from an accredited institution; or

Three (3) years of employment as a certified police officer with the City of Lauderhill as of the date set for the promotional examination; and a minimum of two (2) years of previous military experience; or

Five (5) years of employment as a certified police officer with the City of Lauderhill as of the date set for the promotional examination.

NOTE: Officers who are subject to a Last Chance Agreement at the time of the promotional examination will be permitted to participate in the promotional process; however, the officer will not be placed on the final eligibility list for promotion to sergeant until such time as the Last Chance Agreement has expired. Once expired, the officer will be slotted on the eligibility list based on his/her test scores.

- **Pension.**

- (a) Post Retirement Stipend. All members employed by the City as of July 1, 2020 who retire from City service after the ratification date of the 2019-2020 Agreement shall, in the first full month following their retirement from City service (provided such member

has at least twenty (20) years of credited service with the City or provided such member left the City at age fifty-five (55) or older with more than five (5) years of credited service with the City), receive a post-retirement stipend equal of forty dollars (\$40) per month per year of service up to a cap of eight hundred dollars (\$800) per month for a maximum of twenty (20) years or when they reach the age of sixty-five (whichever is sooner). For example, a member who worked for the City for twenty (20) years shall, beginning the first full month after retirement, receive a stipend of eight hundred dollars (\$800.00)/month.

- a. DROP. As soon as practicable following ratification of this Agreement, the parties agree to revise the Plan to allow bargaining unit members, who are presently in the DROP, or who enter the DROP on or after ratification of this Agreement, to remain in the DROP for up to seven (7) years, provided those employees make a one and one-half percent (1.5%) contribution (to be deducted for pay) for any time worked during an employee's sixth or seventh year in the DROP.
- b. Retiree Non-recurring Cost of Living Adjustment. As soon as practicable following ratification of this Agreement, the parties agree to revise the Plan to include the following or similar language: "If the plan has a positive actuarial experience for the prior fiscal year, the Board of Trustees may authorize a non-recurring cost of living adjustment benefit increase for retired members commencing in the third year after retirement. Such increase, if any, would not exceed 3.0% of the annual benefit in any given year."