

Memo

To: Honorable Mayor and Members of the City Commission

From: Desorae Giles-Smith, City Manager
Brett J. Schneider, Esq., Labor Counsel

Date: July 8, 2024 Commission Meeting

RE: Proposed Resolution Providing for Ratification of the Collective Bargaining Agreement Between the City and the Broward County Police Benevolent Association, Inc.

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 Broward County Police Benevolent Association, Inc (“Union”).

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement, which applies to the City’s Police Lieutenants 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.**
 - (a) **7(k) Time.** Bargaining unit employees shall accrue two (2) hours of 7(k) time per pay period. The 7(k) time bank will be capped at fifty (50) hours. 7(k) time can only be used for leave and can never be exchanged, sold, donated or cashed in for monetary value. Should a member fail to use his 7(k) time prior to separation from the City, that time will be forfeited. 7(k) time will only be granted when staffing permits and the denial of 7(k) time usage is not grievable.
 - (b) **Night Shift Differential.** Employees regularly assigned to the Alpha (midnight) shift for an entire pay period shall receive a pay incentive of seventy-five dollars (\$75.00) per pay period.

(c) On Call Pay. Employees who are assigned by the Department as “on call” throughout a pay period shall receive one hundred dollars (\$100.00) per pay period provided they are regularly assigned to work during the pay period (and are not on any type of leave of absence for more than half of the pay period) and employees who are assigned by the Department as “rotational on call” at intermitted times throughout a pay period shall receive fifty dollars (\$50.00) per pay period.

- **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. Effective October 1, 2024 and October 1, 2025, the PBA pay plan will increase by 3.5%. Effective October 1, 2026 bargaining unit members shall receive a cost of living salary increase equal to the change in the CPI, except that if the CPI is more than four percent (4%), the increase will be four percent (4%), and if the CPI is lower than two percent (2%), the increase will be two percent (2%).

(b) Longevity. Employees who have completed 10 to 14 years of continuous service with the City as of October 1 of each year beginning October 1, 2016 shall receive a lump sum longevity payment of three percent (3.0%) of their base pay. Employees who have completed 15 to 19 years of continuous service with the City as of October 1 of each year beginning October 1, 2016 shall receive a lump sum longevity payment of four percent (4.0%) of their base pay. Employees who have completed 20 or more years of continuous service with the City as of October 1 of each year beginning October 1, 2016 shall receive a lump sum longevity payment of five percent (5.0%) of their base pay. All longevity payments will be made on or before October 31 of each year.

On October 1, 2025, the foregoing longevity payments will increase by an one half of one percent (.5%).

(c) Special Assignment Pay. Members in the following special assignments shall receive an allowance of sixty dollars (\$60.00) per pay period: Criminal Investigations Division; Special Operations Division, Fiscal Service Unit.

- **Pension.**

(a) DROP. As soon as practicable following ratification of this Agreement and following ratification of a collective bargaining between the City and Fraternal Order of Police, the parties agree to revise the Plan to allow bargaining unit

members, who enter the DROP on or after October 1, 2024, to remain in the DROP for up to seven (7) years, provided the employees make a three percent (3%) contribution (to be deducted for pay) for any time worked during an employee's sixth or seventh year in the DROP.