

RESOLUTION NO. 12-2119

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE DATED OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013 ATTACHED AS EXHIBIT “1”; DIRECTING THE TOWN MANAGER TO EXECUTE THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT- YEAR 3 WAGE RE-OPENER AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town and FOP bargaining teams have been actively engaged in negotiating the third year re-opener clause of the Fraternal Order of Police Collective Bargaining Agreement (the “Agreement”) between the Town and the Florida State Lodge Fraternal Order of Police (“FOP”) Local 135 dated October 1, 2010 through September 30, 2013; and

WHEREAS, the membership of the FOP has now ratified the Agreement; and

WHEREAS, the Town Commission has now reviewed and desires to approve and ratify the Agreement as it establishes an orderly and efficient procedure to compensate FOP members concerning rates of pay, wages, and performance evaluations and appeals and is therefore determined to be in the best interest of the Town; and

WHEREAS, the implementation date for the agreement should be October 1, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Ratification of Fraternal Order of Police Agreement. The Town Commission hereby approves and ratifies and authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the Amended Agreement between the Town and the FOP. Article 19 WAGES which is the only portion of the Agreement being amended is attached as Exhibit "1".

Section 3. Town Manager. The Town Manager is hereby directed to execute the Agreement on behalf of the Town and to take all actions necessary to implement the Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED on this 13 day of NOVEMBER 2012.

Motion by Commissioner KLIGMAN, Second by Commissioner OLCHYK.

FINAL VOTE ON ADOPTION

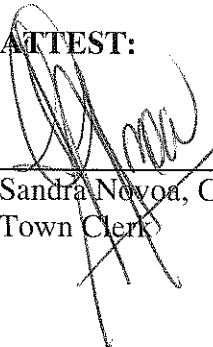
Commissioner Michelle Kligman
Commissioner Joe Graubart
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch

YES
ABSENT
YES
ABSENT
YES



Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney

ARTICLE 19.**WAGES**

19.1 Effective October 1, 2010, there shall be no cost of living increase for police officers, sergeants and police dispatchers.

19.2 Effective October 1, 2010, police officers and police dispatchers shall be paid in accordance with the pay plans attached as Addendum B to this Agreement. Police officers and police dispatchers whose salaries on September 30, 2010 are higher than what the new pay plans provide for their same step, shall remain at their current pay.

19.3 Effective October 1, 2010, police officers and police dispatchers who are not topped out, will continue to advance in their ~~respective~~ pay plans attached as Addendum B on their respective anniversary date. However, their salaries will not be adjusted to reflect the step advancement and they will continue to be paid as if they had not advanced in the pay plans. ~~If the Town Commission approves a salary step dollar increase subsequent to the April 1, 2011 re-opener, that dollar increase will become effective on October 1, 2011, thru the completion of the period until the next salary step.~~

19.4 ~~The starting salary for a police officer promoted to the rank of sergeant shall be ten percent (10%) more than the promoted police officer's base salary prior to being promoted.~~

19.4—Effective October 1, 2011, police dispatchers and police officers shall be paid as follows:

19.4.1 The base salaries of -the police officers and police dispatchers as of the ratification date of this Article shall be adjusted to reflect the step advancements in the pay plans referred to in Section 19.3. Such salary adjustments shall be applied retroactively to October 1, 2011.

19.4.2 All police officers and police dispatchers as of the ratification date of this Article that were not eligible for a step advancement from October 1, 2010 through September 30, 2011 because they were topped out in the pay plans attached as Addendum B to this Agreement, shall receive a non-pensionable lump sum payment equal to 2.5% of their base salary that is unrelated to services rendered. Such payment shall be made to the police officers and police dispatchers within 20 calendar days from the date that this Article was fully ratified.

19.5 Step Pay Plans Modifications Effective October 1, 2014:

19.5.1 Effective October 1, 2014, police dispatchers and police officers on their anniversary dates shall advance and be paid in accordance with the new step pay plans attached as Addendum DE to this Agreement. Police dispatchers and police officers who advanced in step between October 1, 2014 and the date that this Article was ratified shall have their salary adjusted retroactively to their anniversary date. Police officers and police dispatchers whose salaries on the date of the ratification of this Article are higher than what the new pay plans provide for their same step, shall remain at their current pay. Police officers and police dispatchers who are eligible to

advance in the step pay plan on their anniversary dates must receive a score of satisfactory or greater on his/her performance evaluation.

19.5.2 The annual performance evaluation shall be completed no later than two (2) weeks after the police dispatcher and police officer's anniversary date. Any advancement in the step pay plan will be applied retroactively to the anniversary date.

19.5.3 A police dispatcher and/or police officer who did not advance because he/she failed to receive a score of satisfactory or above on his/her annual performance evaluation may appeal his/her performance evaluation score. Such appeal must be filed in writing with the Police Chief within seven (7) calendar days of the receipt of the performance evaluation and state the specific reasons why he/she believes that his/her performance evaluation score is without basis. The Police Chief will meet with the police dispatcher / police officer within seven (7) calendar days of receiving the appeal to review and analyze the unsatisfactory performance evaluation. During that meeting, the Police Chief will either accept or deny the appeal. If the appeal is accepted, the Town shall retroactively restore the step advancement. The Police Chief shall attach to the evaluation in question a written note indicating that the appeal was granted. Other than attaching the note to the performance evaluation in question, the performance evaluation will not be modified in any way. If the appeal is denied, the police dispatcher / police officer will be re-evaluated within 90 calendar days of the date of the denial. If the police dispatcher / police officer receive a score of satisfactory or greater on the re-

evaluation, the Town shall provide the police dispatcher/ police officer with the step advancement retroactive to his/her anniversary date. The re-evaluation shall be attached to the performance evaluation in question.

19.5.24 Effective October 1, 2012~~1~~, sergeants shall advance in accordance with the new step plan attached as Addendum C D to this Agreement. The current sergeants shall be slotted into the new step pay plan as follows:

Sergeant Rory Alberto — Step 1
Sergeant Patrick McKenna — Step 1
Sergeant Jose Pacheco, Jr. — Step 2
Sergeant Julio Torres — Starting Step
Sergeant Jose Valino — Step 2
Sergeant Richard Williams — Step 2

The sergeants will have their salary adjusted in accordance with the step that they are slotted in and applied retroactively to October 1, 201~~1~~2~~1~~.

19.5.35 Sergeants shall be eligible to advance in the new step pay plan on their 2nd, 4th and 6th anniversary dates from the dates of their promotions. A sergeant who is eligible to advance in the step pay plan (i.e., he/she is not topped out in the step pay plan and it is his/her 2nd, 4th or 6th anniversary date from the date of his/her promotion) must receive a score of satisfactory or greater on his/her annual performance evaluation for the year that he/she is eligible to advance in the step pay plan.

19.5.46 The annual performance evaluation shall be completed no later than two (2) weeks after the sergeant's anniversary date. Any advancement in the step pay plan will be applied retroactively to the sergeant's anniversary date.

19.5.57 ———A sergeant who did not advance because he/she failed to receive a score of satisfactory or above on his/her annual performance evaluation may appeal his/her performance evaluation score. Such appeal must be filed in writing with the Police Chief within seven (7) calendar days of the sergeant's receipt of the performance evaluation and state the specific reasons why the sergeant believes that his/her performance evaluation score is without basis. The Police Chief will meet with the sergeant within seven (7) calendar days of receiving the appeal to review and analyze the unsatisfactory performance evaluation. During that meeting, the Police Chief will either accept or deny the appeal. If the appeal is accepted, the Town shall retroactively restore the sergeant's step advancement. The Police Chief shall attach to the evaluation in question a written note indicating that the appeal was granted. Other than attaching the note to the performance evaluation in question, the performance evaluation will not be modified in any way. If the appeal is denied, the sergeant will be re-evaluated within 90 calendar days of the date of the denial. If the sergeant receives a score of satisfactory or greater on the re-evaluation, the Town shall provide the sergeant with the step advancement retroactive to his/her anniversary date. The re-evaluation shall be attached to the performance evaluation in question.

19.5.68 ——— If the police dispatcher, police officer and/or sergeant does not receive a score of satisfactory or greater on the re-evaluation, they ~~sergeant~~ may appeal in writing to the Town Manager within seven (7) calendar days of the date of the receipt of the re-evaluation. The written appeal must state the specific reasons why the police dispatcher, police officer and/or sergeant ~~believes~~ believe that his/her performance evaluation score is without any basis. The Town Manager shall meet with the ~~sergeant~~ police dispatcher, police officer and/or sergeant within seven (7) calendar days of receipt of the appeal to discuss the appeal and shall render a decision within fifteen (15) calendar days of the receipt of the appeal. If the appeal is granted, the Town shall provide the police dispatcher, police officer and/or sergeant with the step advancement retroactive to the his/her ~~sergeant's~~ anniversary date. A copy of the Town Manager's decision shall be attached to the evaluation in question.

19.5.79 ——— If the appeal is denied by the Town Manager, the police dispatcher, police officer and/or sergeant may appeal that decision to a hearing officer. Such appeal must be filed in writing with the Town Manager within seven (7) calendar days of the Town Manager's decision. The hearing officer shall conduct a hearing in accordance with the procedures set forth in paragraph 19.5.8 within fifteen (15) calendar days of the Town's receipt of the ~~sergeant's~~ written appeal. The parties agree to use Martin Soll, Jerome LaPenna, Tom Humphries, Mark Laurie or Jerome Wolfson as the hearing officers. If one is not available

within the time frames required herein, the parties shall use the next one so listed.
The hearing officer's fee shall be a flat rate of \$500.00 per hearing, with each party
paying half of that fee. The hearing officer will not be paid for travel time and will
not be reimbursed for travel and lodging expenses.

19.5.810 ———The hearing procedures shall be as follows:

- a) The hearing shall be completed within 1 day. No transcript of the proceedings will be made and the filing of post-hearing briefs will not be allowed.
- b) The issue to be decided by the hearing officer shall be "whether the police dispatcher, police officer and/or sergeant's performance evaluation dated _____ is without basis?"
- c) Each party may be represented by a representative of their choice, if any.
- d) At least three (3) working days prior to the hearing, the parties' shall meet to disclose intended witnesses, mark and exchange copies of all documents and other evidence intended to be submitted to the hearing officer, and endeavor to agree upon stipulations. Each party may call a maximum of four (4) witnesses to testify at the hearing.
- e) The Union will be the moving party and, as such, will present its case to the hearing officer first.
- f) The hearing will be informal with no rules of evidence.
- a)g) Within seven (7) calendar days following the hearing, the hearing officer will e-mail the decision to each of the parties. The hearing officer's decision shall be limited to sustaining or denying the appeal, with no additional explanations, findings, rulings, comments, clarifications or opinions. The hearing officer's decision will be final and binding on the Town, the Union and the police dispatcher, police officer and/or sergeant. A copy of the e-mail shall be attached to the performance evaluation in question. Other than attaching the e-mail to the performance evaluation in question, the police dispatcher, police officer and/or sergeant's performance evaluation will not be modified in any way irrespective of whether the appeal was accepted or denied.
- h) If the appeal is sustained by the hearing officer the Town shall retroactively restore the police dispatcher, police officer and/or sergeant's step advancement to his/her anniversary date.
- i) The burden of proof shall be the greater weight of the evidence.

~~19.65 This Article may be re-opened for negotiations for the second and/or third year of the Agreement upon the request by either party not later than April 1, 2012.~~

19.76 A police officer assigned to work as an acting sergeant will receive out of class pay equal to an additional 10% of the Police Officer's base salary during the police officer's assignment as an acting sergeant.

19.87 An employee assigned to work as a detective, motorcycle officer, K-9 officer or Field Training Officer (FTO) will receive pay equal to an additional 5% of the employee's base salary during the employee's actual assignment as a detective, motorcycle officer, K-9 officer or Field Training Officer (FTO). However, an employee is only permitted to receive one 5% additional pay at any given time regardless of how many different assignments that employee has at such time.

19.98 Any member assigned to the Second Platoon, afternoon shift, or night shift shall receive a shift differential of 3% of the employee's base salary. If an employee works twelve (12) hour shift, that employee is only entitled to one shift differential for that shift.

19.10 ~~9~~ Employees will be eligible to receive longevity. An employee will receive a non-cumulative longevity stipend during the month of their anniversary of each year they are eligible providing the employee has uninterrupted employment with the Town as follows:

YEARS OF SERVICE

ANNUAL STIPEND

Beginning of 7th year

\$1,000.00

Beginning of 11th year

\$1,500.00

Beginning of 15th year

\$1,750.00

Beginning of 20th year

\$2,000.00

|

**FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT
10/1/2012
PAY TABLE MINIMUMS**

POLICE OFFICERS

STEPS	FY 2012	Hourly Equivalent
**Starting	\$50,258.47	\$24.1627
1	\$55,284.32	\$26.5790
2	\$58,048.54	\$27.9080
3	\$60,950.97	\$29.3034
4	\$63,998.52	\$30.7685
5	\$67,198.45	\$32.3069
6	\$70,558.38	\$33.9223
7	\$72,673.13	\$34.9390
8	\$74,855.38	\$35.9882

Notes:

**Starting Salary for Certified Police Officer

DISPATCHERS

STEPS	FY 2012	Hourly Equivalent
Starting	\$32,287.41	\$15.5228
1	\$33,901.78	\$16.2989
2	\$35,596.87	\$17.1139
3	\$37,376.72	\$17.9696
4	\$39,245.56	\$18.8681
5	\$41,207.84	\$19.8115
6	\$43,268.23	\$20.8020

SERGEANTS

STEPS	FY 2012	Hourly Equivalent
Starting	\$80,550.04	\$38.7260
1 (2 yrs **)	\$82,421.04	\$39.6255
2 (4 yrs **)	\$84,481.57	\$40.6161
3 (6 yrs **)	\$86,593.61	\$41.6315

Notes:

** Represents completed years as Sergeants