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Title: **Fort Lauderdale, City of and Florida State Lodge, Fraternal Order of Police, Inc. (FOP/FOPA), (2001)**

K#: **800166**

Employer Name: **Fort Lauderdale, City of**

Location: **FL Ft. Lauderdale**

Union: **Florida State Lodge, Fraternal Order of Police, Inc. (FOP/FOPA)**

Local:

SIC: **9199**

NAICS: **921190**

Sector: **L**

Number of Workers: **1100**

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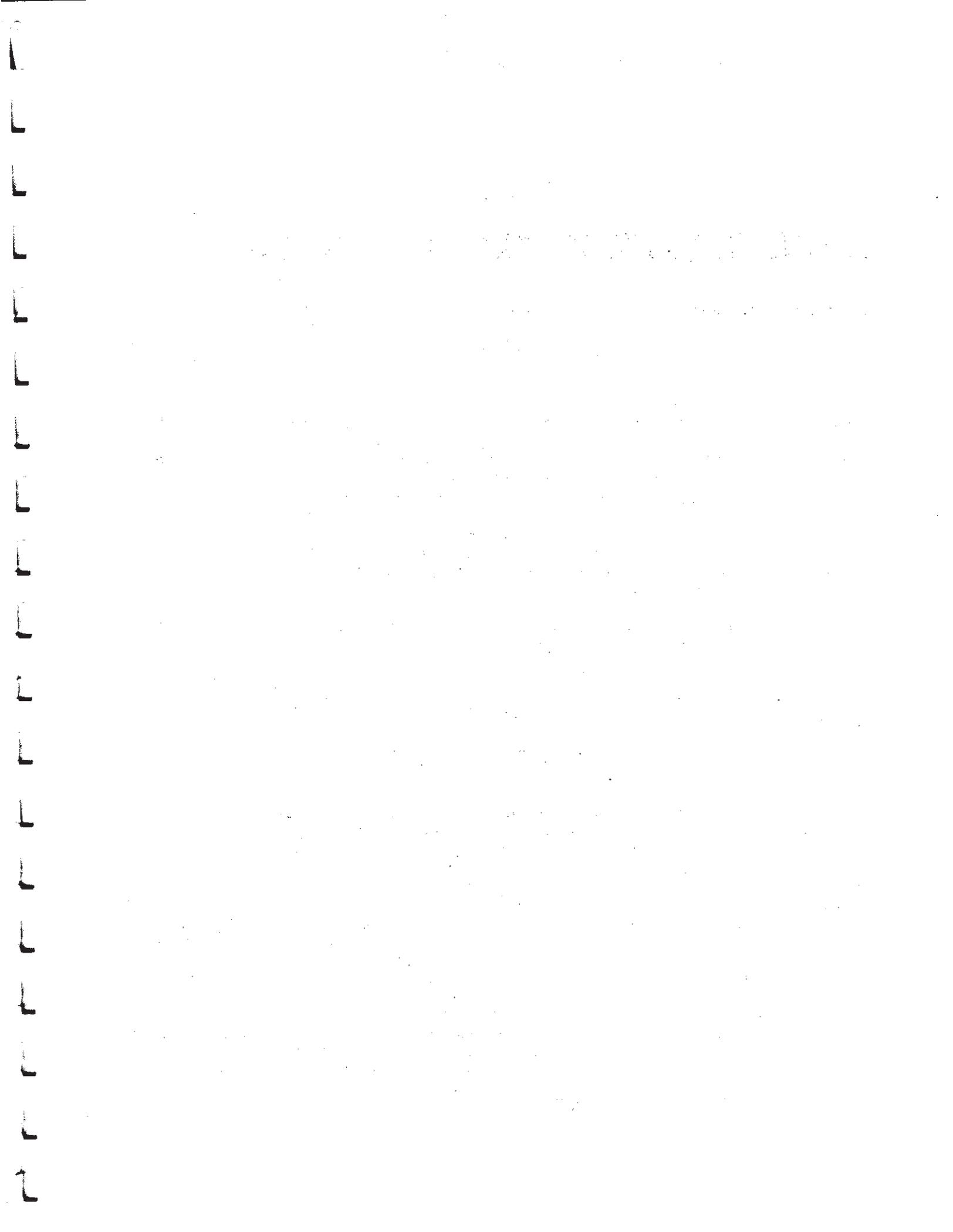
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## ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Fort Lauderdale, hereinafter referred to as the "Employer" or "City" and the Florida State Lodge, Fraternal Order of Police, Inc., a/k/a FOP/FOPA hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and peaceful means of resolving disputes involving interpretation or application of this Agreement, and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment. It is acknowledged that during the negotiations which resulted in this Agreement, the parties agreed that all full-time permanent employees of the City who are included in the collective Bargaining Unit shall be covered either by Civil Service or an executed collective bargaining agreement, but not both. Furthermore, the Union agreed that all past practices were subject to negotiation and that each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter contained in the Civil Service Rules and Regulations of the City of Fort Lauderdale. It is understood that the City of Fort Lauderdale is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

## ARTICLE 2 - RECOGNITION

Section 1. The City of Fort Lauderdale hereby recognizes Florida State Lodge, Fraternal Order of Police, Inc., a/k/a FOP/FOPA, as the exclusive Bargaining Agent for the employees occupying the job classifications set forth in Appendix A, dated (date of ratification).

Section 2. The Bargaining Unit for which this recognition is accorded is as defined in Certification Number 1334 granted by the Public Employees Relations Commission on June 19, 2001.

Section 3. All newly created positions in the City classification plan which are not included in Appendix A upon ratification are hereby subject to mutual agreement of the President of FOP/FOPA or his/her designated representative and the City Employee Relations Director or his/her designated representative before said classification may be included or excluded from the Bargaining Unit.

Section 4. The aforementioned Bargaining Unit as defined in Certification 1334, Section 2 above has been appropriately certified by the Florida Public Employees Relations Commission (PERC) and it is therefore understood that no modification, addition or subtraction to said Bargaining Unit can occur until all procedural steps provided for by statute and PERC Rules and Regulations have taken place, including appearances before PERC and until such time as PERC acts to amend the definition of the Bargaining Unit.

## ARTICLE 3 - NON-DISCRIMINATION

Section 1. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

Section 2. The City agrees it will not discriminate against, coerce or intimidate any employee covered by this Agreement because of membership or non-membership in the Union, or for filing a grievance.

Section 3. Neither the City nor the Union will discriminate against employees covered by this Agreement as to membership or representation because of race, color, creed, sex, age, national origin, or disability status.

Section 4. The Union agrees that no officer, agent, representatives or members of the Union will coerce or intimidate any employee into joining the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.

Section 5. Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

Section 6. When an employee has the right to process a grievance through either the procedure provided in this Agreement or through the Equal Employment Opportunity Commission (EEOC) or any State or local Equal Employment Opportunity agency, and that employee files a complaint with the EEOC or any state or local equal employment agency and also initiates a grievance under the contract grievance procedure; the parties agree to suspend the processing of the grievance, except for a grievance involving discipline or promotion of an employee for the period which the complaint is being pursued. However, when a decision is rendered, or if a decision has not been rendered within one (1) year after filing the complaint, the employee or Union shall have fifteen (15) working days from the date the decision is rendered or if not rendered after one (1) year, to notify the employer that proceedings under the contract grievance procedure are to be reinstated.

#### ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

Section 1. The City and the Union agree to full and unequivocal cooperation in eliminating all unlawful employment discrimination and to assure all personnel programs, policies, and assignments are free from unlawful discrimination practices.

Section 2. An Equal Employment Opportunity (EEO) complaint may be an allegation of unlawful discrimination on the basis of:

- 2.1 Race, color, religion, sex, national origin, as prohibited by the Civil Rights Act of 1964, as amended.
- 2.2 Age, as prohibited by the Age Discrimination Act of 1967, as amended.
- 2.3 Sex, as prohibited by the Fair Labor Standards Act of 1938, as amended.
- 2.4 Disability, as prohibited by the Americans with Disabilities Act of 1990.
- 2.5 Marital status or lawful political affiliation as prohibited under Federal Law and Florida Statutes.

Section 3. In the case of an EEO complaint based on grounds stated in Section 2 of this Article, the employee may seek recourse exclusively under applicable statutory procedures, and the complaint will be processed in accordance with the current and applicable rules and regulations of the appropriate State, Federal or local agency.

Section 4. The Union and the City agree to fully support the principles of Equal Employment Opportunity, including the City's Affirmative Action efforts or provisions of any present or Future Court Order or Consent Decree regarding the Union or City or any employee of the City.

Section 5. In the event the laws pertaining to affirmative action are changed by the State or Federal government or by United States Supreme Court decision, the City shall have the right to reopen negotiations for the limited purpose of negotiating an affirmative action provision while the remainder of this Agreement shall remain in full force and effect.

If the City elects to reopen this Agreement on the single issue of affirmative action, it shall notify the Union of its desire in writing and the parties shall meet to negotiate within fifteen (15) days of such notice.

If the City reopens the Agreement on the issue of affirmative action and the parties are unable to reach agreement, the single issue will be resolved in accordance with the impasse provisions established in Section 447.403, Florida Statutes (1987).

#### ARTICLE 5 – ORGANIZATIONAL CLIMATE

The City will conduct appropriate employee surveys in the general area of organizational climate.

#### ARTICLE 6 - NO STRIKE OR LOCK OUT

Section 1. The Union agrees to accept and abide by all the terms and conditions of this Agreement. During the term of this Agreement, the Union further agrees it will not call, countenance or encourage any strike as defined below and will not interfere with the efficient management of the City and its individual departments. In the event of any breach of this Article, the Union agrees that the City will have all statutory rights of recourse as provided in Chapter 447, Florida Statutes.

Section 2. Strike, as used in this Agreement, shall mean the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by a group of employees from the full and faithful performance of the duties of employment with a public employer (City) for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 3. The City agrees to accept and abide by all the terms and conditions of this Agreement and agrees that during the term of this Agreement it will not lock out members of the Bargaining Unit.

Section 4. The City recognizes the right of the Union to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The Union agrees that there will be no interference with the free and unrestricted right of any City employee to enter and leave City property.

Section 5. The sick leave and vacation leave benefits provided by Article 37 and Article 36 shall not be available to any employee absent from work on any day during any period in which the City or any court or agency of competent jurisdiction has determined that there is reasonable cause to believe that a strike or other form of concerted failure to report to work was or is in progress.

- A. The parties agree that the City Manager or designee shall have reasonable cause to believe that a strike is in progress upon the failure of not less than twenty percent (20%) of the employees in any City Department to report for work on any workday.
- B. Upon the commencement of proceedings before a court or agency of competent jurisdiction regarding such strike or other unlawful concerted activity, the processing of grievances, if any, concerning or in any way related to the City's exercise of the right to suspend sick leave or vacation leave benefits shall be stayed pending final resolution of the judicial or administrative proceeding.

## ARTICLE 7 - MANAGEMENT RIGHTS

Section 1. The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs. The rights of the City, through its management officials, shall include but not be limited to the following:

- A. to determine the organization of City Government;
- B. to determine the purpose of each of its constituent department;
- C. to exercise control and discretion over the organization and efficiency of operations of the City;
- D. to set standards for service to be offered the public;
- E. to manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or work week, assign work and overtime, and to establish, modify, or change rules and regulations which are not arbitrary and capricious and which are applicable to employees covered by this Agreement;
- F. to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City;
- G. to suspend, demote, discharge, or take other disciplinary action for cause(s) involving deficiencies in conduct and/or performance;
- H. to increase, reduce, change, modify, or alter the composition of the work force, including the right to relieve employees from duties because of a lack of work, funds, or other legitimate reasons;
- I. to determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted;
- J. to determine the number of employees to be employed by the City and to adjust wages or salaries of individual employees or classifications when the City, in its sole discretion, determines that such adjustments are necessary due to fluctuations in the job labor market, provide that no such adjustment shall result in payment of wages or salaries lower than those presently received by employees;
- K. to establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof, or project;
- L. to establish, change, or modify duties, tasks, and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological change, or operating requirements;
- M. to establish and revise or discontinue policies, practices, programs, or procedures, provided that the exercise of such right does not have the practical effect of violating specific terms of this Agreement.

Section 2. The City has the authority and obligation to determine the purpose and mission of the City and the amount of budget to be adopted by the City Commission.

Section 3. If it is determined that a civil emergency condition exists including strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of this Agreement may be suspended by the City Manager or designee during the time of the declared emergency.

Section 4. Notwithstanding the above, the parties recognize the obligation to negotiate any contemplated change which will significantly affect a term or condition of employment.

## ARTICLE 8 - SUBCONTRACTING

Section 1. The City shall retain all rights to determine whether and/or to what extent any work shall be performed by employees, contractors or subcontractors.

Section 2. When the City determines that it is in its best interest to enter into a contract with an outside supplier or service agency to perform services presently being performed by City of Fort Lauderdale employees, the City agrees that it will notify the FOP/FOPA, in writing prior to when bids are requested and will, within ten (10) days thereafter, meet and discuss with representatives of FOP/FOPA the effect of such contract upon members of the Bargaining Unit.

Section 3. If the City enters into such contract and, as a result thereof, an employee will be laid off, the City agrees such employee shall be entitled to first consideration by the contractor for any available work.

Section 4. In the event the employee is not employed by the contractor, the Layoff and Recall Procedure contained within this Agreement shall apply.

In the event an employee with five (5) or more years of service chooses to accept a position in another classification in accordance with the Layoff and Recall Procedure, the employee shall be given two (2) weeks of training in a new job.

## ARTICLE 9 - DUES DEDUCTIONS

Section 1. Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues. Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form from any employee.

Section 2. The Union will initially notify the City as to the amount of dues. Such notification to the City will be from an official of the Union. Changes in Union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of that change.

Section 3. Dues shall be deducted each pay period and such monies shall be remitted to the Union Treasurer no later than five (5) days thereafter.

Section 4. The Union agrees to defray the cost of such dues deductions by payment of ten dollars (\$10.00) each pay period which shall be deducted from the dues deduction monies accumulated during each pay period. The Union further agrees to pay two cents (2¢) for each change in individual dues deduction which may be required and which shall be deducted from any dues accumulated on the first reimbursement to the Union subsequent to the change.

Section 5. The effective date for deducting dues shall be the beginning of the pay period following the date the Dues Deduction Form is signed. The effective date for stopping of dues deduction shall be at the beginning of the pay period thirty (30) days following the date the form is signed.

Section 6. The Union will indemnify, defend, and hold harmless against any claims, suits, orders, or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this Article.

Section 7. The Union agrees that no employees will collect or attempt to collect dues or assessments at any time during working hours on the City's property.

Section 8. No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount to be deducted.

Section 9. The Authorization and Revocation forms are contained in this Article and shall be forwarded to the Office of Employee Relations. All three (3) copies of the Revocation form completed by the employee must be submitted to the Office of Employee Relations.

Section 10. Signed Authorization forms for deduction of Union Dues shall continue in effect until revoked or until employment terminates.

Authorization for Deduction of Union Dues

To  
Florida State Lodge, Fraternal Order of Police, a/k/a FOP/FOPA

Name (Print) \_\_\_\_\_  
(Last) (First) (Middle Initial)

Department \_\_\_\_\_ Social Security Number \_\_\_\_\_

I hereby request and authorize the City of Fort Lauderdale to deduct the current regular biweekly Union dues from my biweekly earnings and to transmit this amount to the Treasurer of Florida State Lodge, Fraternal Order of Police, a/k/a FOP/FOPA.

\_\_\_\_\_  
(Date) (Signature)

Revocation of Union Dues Deductions

To  
Florida State Lodge, Fraternal Order of Police, a/k/a FOP/FOPA

Name (Print) \_\_\_\_\_  
(Last) (First) (Middle Initial)

Department \_\_\_\_\_ Social Security Number \_\_\_\_\_

I hereby request and instruct the City of Fort Lauderdale to stop deducting from my biweekly earnings the current regular dues of the Union.

\_\_\_\_\_  
(Date) (Signature)

Date Effective \_\_\_\_\_  
Received By \_\_\_\_\_  
Labor Rel. Off. Date

DISTRIBUTION:  
White - Payroll  
Yellow - Union (certified mail)  
Pink - Employee

## ARTICLE 10 - TIME POOL

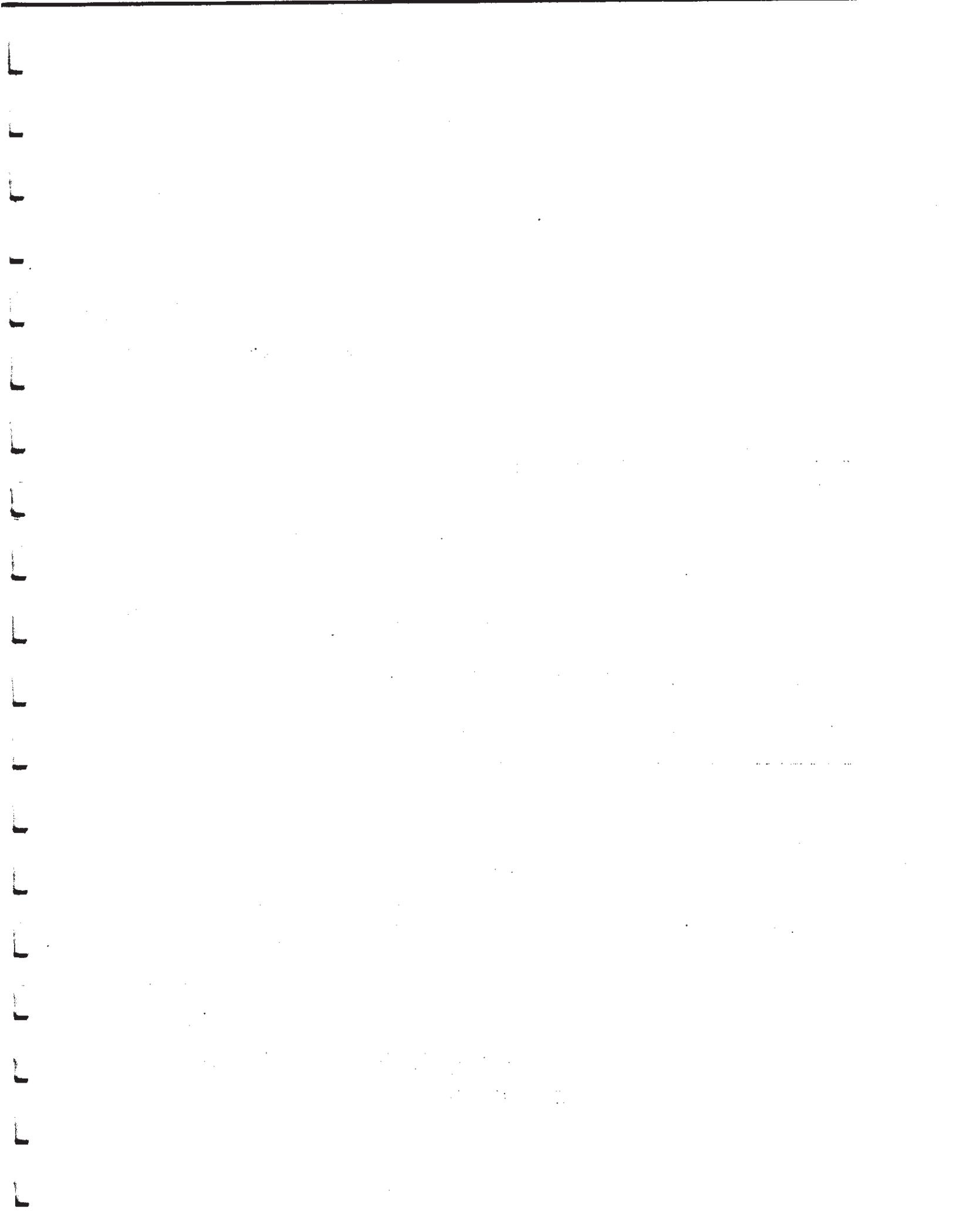
Section 1. Twice each calendar year, during the months of January and July, a Bargaining Unit member may voluntarily donate no less than two (2) hours nor more than eight (8) hours of vacation time to a Time Pool to be used by City employees designated by FOP/FOPA, for Union business and Union related activities such as negotiation of Union contracts, grievance handling, full-time local Union representative, attendance at conventions, seminars, conferences, symposia, and meetings including pension board and City Commission meetings.

Section 2. An employee who has accumulated more than thirty (30) days of sick leave credit shall be permitted to convert up to eight (8) hours of such sick leave in excess of thirty (30) days to credit in the Time Pool for Union business as provided above at the rate of one (1) hour of credit in the Time Pool for every one (1) hour of sick leave credit. However, such donation shall be for no less than two (2) hours.

Section 3. A representative of the Union desiring to be away from work on official Union business shall submit an approved Time Bank Request form located in this Article at least five (5) working days prior to the date of such meeting to the employee's immediate supervisor (Non Bargaining Unit member) and such request shall not be unreasonably denied. In the event that there is insufficient time to provide the required five (5) day notice and the purpose for utilizing the Time Pool is processing a grievance, a notice of three (3) days shall be sufficient for such emergency and the reporting requirements of Article 19, Section 3 (G) shall apply.

Section 4. Donations of time shall be authorized by the employee so donation on an appropriate form to the Employee Relations Director who will distribute as follows: one (1) copy of which shall go to the employee's department, one (1) copy to the Union, and one (1) copy to the Personnel Director. Time drawn against the Time Pool shall be with the approval of the Union President or designated representative. A record of all time donated and drawn against the above-mentioned Pool of time shall be accurately kept by the Personnel Division and the Union.

Section 5. Valuation of hours credited to the Pool will be based on the rate of pay of each donor for hours credited in and on the rate of pay for each donee for hours charged out.



TIME BANK REQUEST

PART 1. TO BE COMPLETED BY STEWARD/EMPLOYEE

Date of Request \_\_\_\_\_

Reason for Request  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) of Off-Site Meetings \_\_\_\_\_

Time Required Estimate \_\_\_\_\_

Department \_\_\_\_\_ Steward/Employee \_\_\_\_\_

Social Security Number \_\_\_\_\_ Union President/Executive Director \_\_\_\_\_

\_\_\_\_\_  
Immediate Supervisor (Date)

PART 2. TO BE COMPLETED BY THE SUPERVISOR

Time Steward Left \_\_\_\_\_

Time Steward Returned \_\_\_\_\_

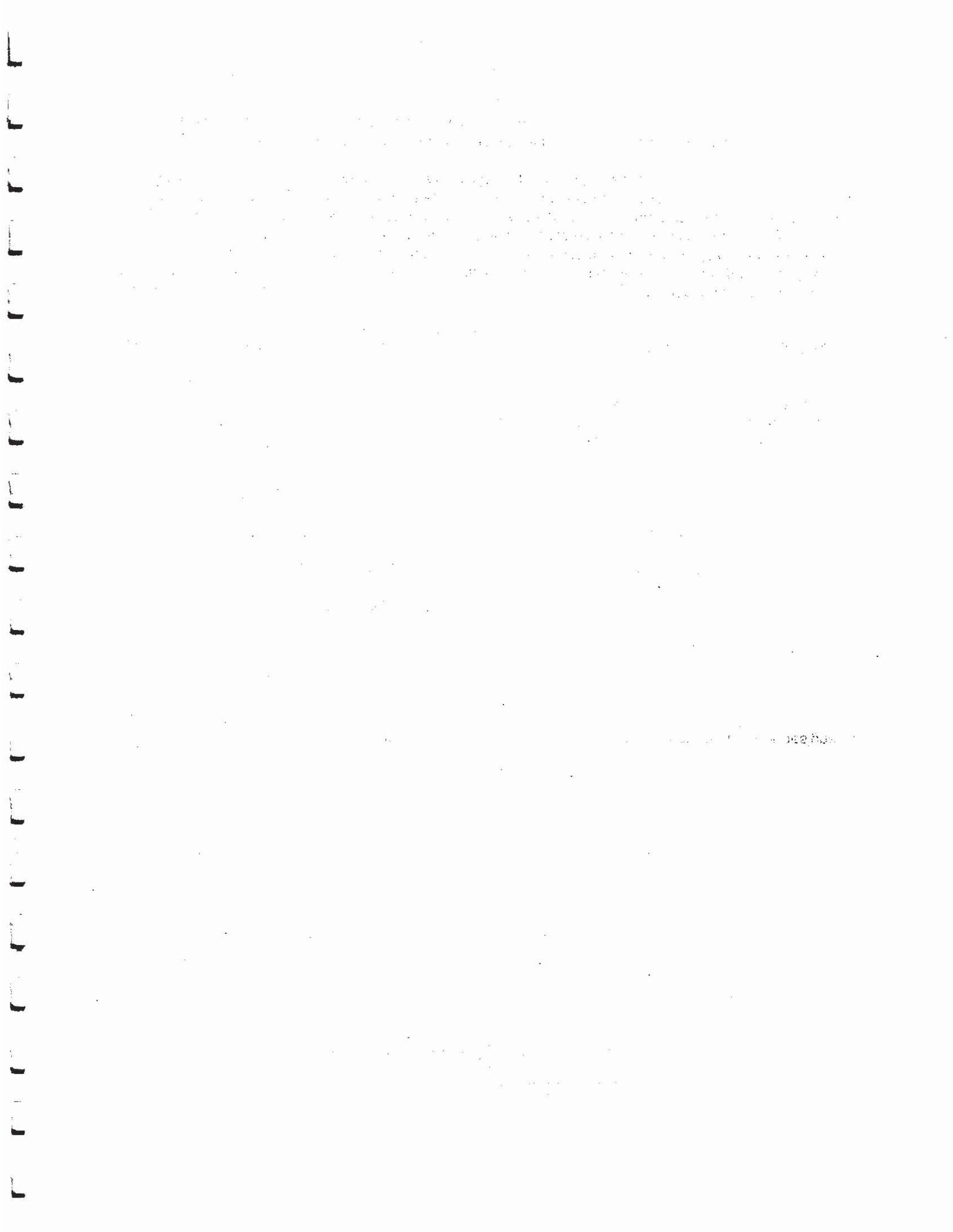
Total Time Used \_\_\_\_\_

Signature \_\_\_\_\_

DISTRIBUTION:

- White -Personnel Director
- Yellow - Department Head
- Pink - Union

FORM J-173 New 11/83





**Section 6.** The Union agrees that no employee, steward or any other person or persons shall solicit membership or non-membership, collect Union monies or discuss Union matters, or distribute Union materials during working hours nor shall such Union business interfere with the work assignment of the steward involved or the work assignment of other employees.

**Section 7.** Under no circumstances may a steward present a grievance while being paid at an overtime rate. Stewards are subject to all of the City's rules, regulations and policies regarding the conduct of employees of the City which are available in each department.

**Section 8.** Where it is reasonable and necessary for an Agent of the Union other than an employee on the shift to enter the City's property or buildings to investigate a previously filed grievance or to conduct other Union business, such Agent shall arrange a mutually agreeable date, time and procedure with the appropriate City official for such visit and shall notify the Employee Relations Director of such arrangements. The agent may process grievances at Step 3 and Step 4 or process a grievance of the Chief Steward.

#### ARTICLE 12 - BULLETIN BOARD

**Section 1.** The Union shall be provided with partial use of suitable bulletin boards so designated in each department by the respective department head. The Union, if it so desires, may provide a bulletin board of standard size, for its own exclusive use in keeping with the decor of the above locations and with the approval of the respective department head.

**Section 2.** The Union agrees that it shall use space on bulletin boards provided for in the above section only for the following purposes:

- 2.1 Notice of Union Meetings
- 2.2 Union elections
- 2.3 Reports of Union Committees
- 2.4 Rulings or Policies of the Union
- 2.5 Recreational and social affairs of the Union
- 2.6 Notices by Public bodies.

Copies of all materials, notices or announcements shall be submitted to the Employee Relations Office before they are posted.

**Section 3.** Under no circumstances shall the Union or any member of the Bargaining Unit post any notice or other document containing material of a political nature or material tending to directly or indirectly disparage the City of Fort Lauderdale or any elected or appointed official or employee of the City. Any violation of this Section shall entitle the City to remove immediately such materials from the bulletin boards.

#### ARTICLE 13 - INFORMATION REQUESTS

**Section 1.** The City agrees to furnish to the Union at the same time and under the same conditions as such documents are made available to the general public and at no charge, one (1) copy of the following: annual financial report, City Manager's line item final budget proposal and extracts of the minutes of any meeting of the City Commission up to ten (10) pages, payroll information covering members of the Bargaining Unit and a roster of Bargaining Unit members alphabetized by name including addresses and employee number, and one (1) copy alphabetized by job classification including employee's name and position number, if available in the regular programs of the City's Information

Systems Division, will be provided to the Union at no charge. An updated copy of such information will be provided upon written request of the Union once every six (6) months at no charge

Section 2. A written request by the Union for information not readily available within the City's Information Systems Division will be analyzed and a cost estimate for providing such information will be prepared. Before such information is compiled, the Union will be required to deposit the estimated cost of preparing such information with the City with any additional amount due to be paid, or overpaid amount to be refunded, at the time the requested information is delivered. The City reserves the right to decline to furnish such information if the providing of the information would substantially interfere with the normal operations of the Information Systems Division.

Section 3. All records shall be made available for inspection in accordance with the provisions of the Public Records Act, Chapter 119, Florida Statutes.

#### ARTICLE 14 - LEAVE OF ABSENCE FOR UNION WORK

Section 1. An employee who leaves the employ of the City to accept a full time position with Florida State Lodge, Fraternal Order of Police, a/k/a FOP/FOPA and who makes application for re-employment within thirty (30) days of the expiration of that position in the Union, shall be entitled to reinstatement with accrued continuous service at the same step in the pay range for that job class, provided that the employee is still able to perform such work and such application is made within thirteen (13) months of the date of taking the position. Such privilege and re-employment rights shall apply to no more than one (1) person at any one time.

Section 2. Such person may continue comprehensive health care coverage as provided to FOP/FOPA members as provided in this Agreement provided that the full cost of such coverage including the cost for any dependents is paid in advance each month to the Risk Management Division.

Section 3. If funds for such full-time position are to be charged to the Time Pool, the Union will furnish the City with a written request signed by a designated representative of FOP/FOPA stating the required amount of funds to be paid to the Union biweekly.

#### ARTICLE 15 - UNION REPRESENTATION AT COLLECTIVE BARGAINING NEGOTIATIONS

Section 1. The President or designated representative(s) of the Union shall, five (5) working days prior to beginning negotiations, give written notice to the Employee Relations Director of the five (5) employees designated to represent the Union in negotiations.

Section 2. The City agrees that representatives of FOP/FOPA shall be allowed up to three hundred (300) hours time off during working hours without loss of pay for the purpose of negotiating a labor contract with the City of Fort Lauderdale. Any working time beyond three hundred (300) hours required for contract negotiations must be authorized from the Time Pool as contained in Article 10 before payment will be made.

Section 3. It is understood that any employee who uses time off as provided in this Section shall give reasonable notice to and obtain permission from the immediate supervisor before leaving work and will report to the immediate supervisor upon returning to work. Such request shall not be unreasonably denied. A time charge authorization form shall be completed and signed for each collective bargaining session by the Employee Relations Director and the President of the Union.

## ARTICLE 16 - SENIORITY

Section 1.1 Seniority Definition - Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority standing shall be based on an employee's continuous as full-time employment in a permanent position with the City, division, department, or within a classification.

Section 1.2 City Seniority - Each employee will have seniority standing in the City equal to the employee's total, continuous, permanent, full-time service with the City of Fort Lauderdale, dating from the employee's most recent date of such employment.

Section 2.1 Classification Seniority - Each employee will have seniority standing within the employee's current classification equal to that employee's total, continuous, full-time service in said classification within a division or a department dating from the employee's most recent date of employment in that classification. Service in any temporary assignment outside such classification shall be included as such full-time service.

Section 3.1 Departmental Seniority - Each employee will have seniority standing in the department equal to the employee's total, continuous, full time service within a given department dating from the employee's most recent date of such employment. If an employee is involuntarily transferred from one department to another, the employee's Departmental Seniority shall equal the employee's total, continuous, full-time service in the City. If an employee voluntarily transfers or is promoted from one department to another, after one year, the employee's Departmental Seniority shall equal the employee's total, continuous, full-time service in the City. If an employee moves from one department to another department, the employee's accrued Departmental Seniority in the previous department will cease to accumulate on the date of the transfer and/or promotion. An employee affected by Article 18, "Layoff and Recall", shall have Departmental Seniority as described in this Section.

Section 4.1 Divisional Seniority - Each employee will be assigned a "home" division and will have seniority standing in that division equal to the employee's total, continuous, full-time service within that given division dating from the employee's most recent date of employment within the division. However, if an employee has been employed in the division for more than one (1) year, the employee's Divisional Seniority shall equal the employee's total, continuous, full-time service with the City. If an employee is permanently transferred to another division, the employee's accrued Divisional Seniority in the previous division will remain in effect, but will cease to accumulate effective on the date of the transfer. Seniority in the new division will date from the time the employee entered the new division. If the employee is retained in the new division for one (1) year, accrued seniority in the previous division will cease and the employee's seniority in the new division shall be based on the total, continuous, full-time service with the City dating, from the employee's most recent date of employment. An employee affected by Article 18, "Layoff/Recall", shall have Divisional Seniority as described in such Article.

Subject to staffing requirements as established by the City, shift and vacation pick for Bargaining Unit members in the Detention Division shall be made solely on the basis of the most recent date of continuous, full-time service in the Detention Division. The employee with the greatest length of such service shall have first pick, the employee with the second greatest length of such service shall have second pick, etc.

Section 5.1 A new employee who is in the Bargaining Unit shall be considered to be on probation until completion of two hundred fifty (250) actual workdays on the job or twelve (12) months, whichever is greater, during which time the City will have the right to dismiss or retain the employee at its sole, non-arbitrable discretion. During the probationary period, the employee shall not accrue any rights except those contained in this Agreement. Upon expiration of the probationary period, the employee shall be deemed a regular employee and his/her seniority shall date back to his/her date of hire in the permanent position.

**Section 5.2** A promoted employee or an employee who is laterally appointed to a classification in which he/she has not served a probationary period shall be considered to be on probation until completion of one hundred twenty-five (125) actual workdays on the job or six (6) months, whichever is greater. If the employee is unable to perform the work available, the employee will be assigned to fill a vacancy within the job classification previously held within the division or department. If no such vacancy exists, the promoted employee shall displace the employee with the least Classification Seniority in that classification previously held within the division or department. The rights of such displaced employee shall be in accordance with the layoff and recall procedure.

**Section 6.** Loss of Seniority - An employee's seniority and employment shall terminate when an employee:

- 6.1 voluntarily resigns;
- 6.2 retires;
- 6.3 is discharged;
- 6.4 is absent for three (3) consecutive working days without authorization;
- 6.5 has not worked for the City two (2) years after layoff,
- 6.6 fails to return from an authorized leave of absence within three (3) working days after date leave expires;
- 6.7 fails to respond within seven (7) calendar days after the date of service of a certified letter recalling the employee to work;
- 6.8 has not worked for the City for a period of two (2) years due to disability.

**Section 7.** Adjustment of Seniority - Seniority shall continue to accumulate during periods of paid leave of absence or, in the case of an "on-the-job" injury, during the period an employee receives Workers' Compensation benefits, but in no event more than two (2) years. The seniority of an employee who is on leave of absence without pay shall accumulate only for the first fifteen (15) days of such leave. Seniority shall not accumulate thereafter until the date on which the employee returns to full-time employment in the Bargaining Unit following such leave.

**Section 8.** Whenever seniority is used for determining comparative status between two (2) or more employees and a tie exists, City Seniority shall decide. If a tie still exists, the status shall be determined by "lot".

**Section 9.** In the event a full-time, permanent, Confidential employee is laid off, demoted, or does not successfully complete his/her probationary period in the promoted classification, the employee shall have the right to return to the last permanently held classification based upon his/her seniority standing. All other full-time permanent non-bargaining unit employees shall have the right to return to the last permanently held classification based upon seniority standing only in the event such employee does not successfully complete his/her probationary period in the promoted classification. In the event that such a roll-back causes the bumping of a less senior employee in the lower rank, that employee shall be processed in accordance with the layoff provision of Article 18, Layoff/Recall.

**Section 10.1** Unless otherwise modified by the City and Union, Public Safety Aides in the Police Department shall exercise shift and vacation pick solely on the basis of the most recent date of continuous full-time service in the Patrol Division. The employee with the greater length of such service shall have first pick; the employee with the second greater length of such service shall have second pick, etc.

**Section 10.2** At the time of the annual shift pick, Public Safety Aides will be allowed to select district assignments. District selections will be based upon employee preference and continuous full-time service in the Patrol Division.

Section 10.3 In addition, during the period of the annual shift pick, employees will be allowed to select days off. The selection of days off will be based upon employee preference and full-time continuous service in the Patrol Division.

Section 10.4 The annual selections outlined in this section shall not apply to probationary Public Safety Aides. Following successful completion of their probationary period, employees shall be eligible to participate in the next annual selections as outlined in this agreement.

Section 10.5 In recognition of the City's right to determine the mission of the Police Department, the Union agrees that it is the City's sole right to determine the number of personnel allocated to any particular shift, district, days off, or assignment, and to alter the composition and hours of any shifts, districts, or assignments when it is in the Police Department's best interest to do so.

Section 10.6 Because Public Safety Aides are essential to the community policing program, the Police Department reserves the right to make assignments based on operational needs.

#### ARTICLE 17 - VACANT

#### ARTICLE 18 - LAYOFF/RECALL

Section 1. When the City determines that a layoff is necessary within any department, the department head shall determine which positions in the department are to be eliminated and the employees within the department will be laid off by classification in inverse order of seniority as designated below.

Section 2. Employees affected by layoff who have the requisite seniority, skill, and ability shall bump laterally or downward under the following conditions:

- A. The affected employee must have the requisite skill and ability to perform the work available. Determination of the ability to perform the work available shall be made by the Personnel Director. An employee shall have the right to grieve such determination.
- B. Clerical employees shall fill clerical vacancies, and non-clerical employees shall fill non-clerical vacancies.
- C. Employees in non-exam positions will have placement rights only to non-exam positions. Employees in exam positions will have placement rights to exam and non-exam positions.
- D. Employees will not have placement rights to positions higher than their regularly assigned classifications' pay ranges.

Section 3. Bumping and layoff procedures shall be in the following manner:

- A. When an employee is affected by layoff, the employee shall bump laterally or downward into the next lower classification covered by this Agreement within the classification series within the department, provided the employee has more Departmental Seniority than the employee with the least Departmental Seniority in that classification. If such a bump is not available, the employee shall bump into any other lower classification covered by this Agreement in the same classification series within the department using the same procedure.
- B. If the affected employee, due to lack of seniority or ability to perform the work, is unable under Section 3 (A) above to bump into a lateral or lower classification, the employee shall bump

laterally or downward into any classification previously held in the department covered by this Agreement using the seniority procedure specified in (A) above. If such a bump is not available, the employee shall bump into any lower level classification covered by this Agreement in the department and classification series of the position previously held using the same procedure.

- C. If the affected employee is unable under Section 3 (A) and (B) above to bump into a position, he/she shall be assigned to any Bargaining Unit position vacancy which is the same or less than the employee's regularly assigned classification pay range.

When there are no remaining authorized vacancies, any remaining displaced employee shall replace the employee with the least City Seniority then working in any Bargaining Unit position which is the same or less than the employee's regularly assigned classification pay range. The replacing employees shall be paid in accordance with the provisions of Sections 5.1 and 5.2.

- D. A displaced employee shall be assigned to a vacant position in the classification before bumping an incumbent employee from that classification. If the employee declines to accept the assignment, the employee shall be immediately placed on layoff.
- E. Employees exercising bumping privileges shall be given up to twenty (20) working days to prove their ability to perform the work available. In the event an employee is unable to perform the work available, the employee will be laid off.
- F. If an employee is displaced into a position in a classification or classification series which he/she has not previously held, he/she must successfully complete the probationary period for that classification.

Section 4. An employee shall be given fourteen (14) calendar days notice of layoff. A copy of such notice shall be forwarded to the Union's official address. The seniority of an employee on layoff shall be frozen as of the date of layoff and shall begin again on the date the employee returns to work.

Section 5.1 When, as a result of a reduction of force as provided in Section 2, an employee is assigned to a position within the "home" department with a lower pay range, the employee's rate of pay shall be maintained without reduction for thirteen (13) pay periods. Thereafter, the employee shall be paid the appropriate rate of pay at that step which is closest to his/her present rate of pay. However, if such employee has eight (8) or more years of service as of the date of reassignment in the employee's "home" department and the employee's current rate of pay is higher than the maximum of the range for the position to which assigned, the employee's current rate of pay shall be maintained for twenty-six (26) pay periods. Thereafter, the employee shall be placed at the top step of the appropriate pay range.

Section 5.2 A displaced employee assigned to a position in another department shall be paid at the appropriate rate of pay in that step which is closest to his/her present rate of pay.

Section 6. A displaced or laid off employee shall be placed on a recall list by department classification series in the inverse order of City Seniority.

- A. Employees on such recall lists shall have the rights to a position in a classification within the department from which they were displaced or laid off or to any lower level classification in the same classification series in the department provided they have the ability to perform the work available.
- B. Such recall list will remain in effect for a displaced or laid off employee for a period of two (2) years after the effective date of the displacement or layoff.

- C. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

Section 7.1 When an employee is laid off, such employee may request consideration to replace a temporary employee outside the Bargaining Unit then working in a lateral or lower level classification. Such request shall be granted provided the laid off employee has, at the time, the ability to perform the work. If the laid off employee is assigned to such temporary position, the employee will continue to maintain the status of employee on layoff but will be paid the rate of pay and benefits established for the temporary position.

Section 7.2 Any employee on layoff status shall have the rights, benefits and status as provided in this Agreement restored when recalled to work and shall remain a member of the Bargaining Unit.

Section 7.3 An employee on authorized leave at the time the layoff is implemented shall retain rights as provided in this Article during such leave, but for not more than thirty (30) calendar days. If such employee is off for more than thirty (30) calendar days and is unable to report to work when recalled by the City or is unable to perform the work available, the employee shall be considered to be on temporary leave.

Section 7.4 If an employee is unable to return to work when recalled because of physical or mental illness but subsequently recovers prior to two (2) years following the day of layoff, at that time the employee shall be permitted on the basis of City Seniority to replace the employee with the least City Seniority then working anywhere in the City, provided the laid off employee has the ability to perform the work available. The replacing employee shall be paid in accordance with Sections 5.1 and 5.2. If the employee is unable to return to work when recalled because of physical or mental disability, the employee shall retain all rights provided under the Employee's Pension Plan or under the law.

Section 8. Upon recall as provided in Section 7.1, an employee shall be restored to at least the employee's former step in the pay range if returned to the employee's former classification. If the employee is recalled to the department in a different position, the employee shall be paid in the appropriate pay range at least at that step closest to the former rate of pay.

Section 9. A probationary employee with less than one (1) year of City service will be laid off before any permanent, full-time employee with established seniority, provided that such employee with seniority has, at the time, the ability to perform the work available.

Section 10. An employee on layoff may continue enrollment in the current comprehensive health care program provided the employee pays the entire monthly premium in advance without contribution by the City of Fort Lauderdale for up to two (2) years following date of layoff.

Section 11. When a department head has determined that any employee is to be laid off in accordance with the provisions of Section 1 of this Article, the City will, to the best of its ability, notify the Union representation of the name, department, classification, City and Departmental Seniority, and disposition of the affected employee prior to implementing such layoff.

## ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the City and one (1) or more of its employees concerning the interpretation or application of or compliance with this Agreement, including disputes regarding discipline.

**Section 2.** Should a grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly. Grievances involving discipline shall follow the procedure established in Section 3 of this Article. All other grievances including those involving oral and written reprimands shall be processed in accordance with the following procedure:

**Step 1.** An employee shall present and attempt to resolve any grievance with the immediate supervisor. A Union steward may be present if so requested. Discussion will be informal for the purpose of settling the dispute in the simplest and most direct manner. The decision of the immediate supervisor shall be given orally to the employee no later than five (5) working days after the discussion.

**Step 2.** If the grievance has not been resolved to the satisfaction of the employee at Step 1, the grievance may be reduced to writing on the regular grievance form, signed by the employee and presented to the employee's division head or designee not later than five (5) working days after the immediate supervisor's response was rendered at Step 1. If the grievance involves more than one (1) employee, at least one (1) of the aggrieved employees must sign the grievance form with the proviso that at least ten percent (10%) of the aggrieved employees must sign the grievance prior to proceeding to Step 3. Any resolution of the grievance shall be limited to those employees who have been named or designated on the grievance form. The division head or designee shall conduct a meeting with the affected employee(s) and/or Union steward within five (5) working days of receipt of the grievance and shall reply to the affected employee(s) and the Union steward, in writing, of the decision within five (5) working days after the close of the meeting.

**Step 3.** If the grievance is not settled to the satisfaction of the employee(s) at Step 2, the decision may be appealed by presenting the written grievance to the employee's department head or designee not later than five (5) working days after receipt of the division head's decision at Step 2. The department head or designee shall conduct a meeting with the affected employee(s) and/or Union representative within five (5) days of receipt of appeal. The department head or designee shall render a written decision within five (5) working days following the close of the meeting and shall provide a copy of the decision to the Union.

**Step 4.** If the grievance is not resolved to the satisfaction of the employees at Step 3, the decision may be appealed to the Employee Relations Director or Assistant Employee Relations Director not later than ten (10) working days after receipt of the Step 3 decision. The Employee Relations Director or Assistant Employee Relations Director shall meet with the affected employee(s) and/or the Union representative within ten (10) working days following receipt of the grievance and shall reply in writing within ten (10) working days following the close of the meeting.

- A. The City and the Union hereby agree that this procedure and the arbitration procedure set forth in Article 20 shall be the sole and exclusive method for interpreting and enforcing this Agreement. Except as otherwise provided herein, the Union shall have the exclusive right to represent all employees and to control the submission of grievances to arbitration. In accordance with its obligation to fairly represent employees, the Union shall be authorized to withdraw, abandon or settle any grievance at any time.
- B. For the limited purpose of this Article, a working day shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by the City.
- C. The time limits set forth above are to be strictly adhered to but may be lengthened or shortened by mutual agreement in writing.
- D. Representatives of the City and the Union shall acknowledge receipt of grievances by signing and dating the form when presented or received.
- E. Any grievance not advanced by the employees to the next higher step within the time limits provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given. A grievance not answered by the City within the time limits provided shall be automatically advanced to the next higher level within this Article.

- F. No action or matter shall be considered the subject of a grievance unless a written complaint is made within twenty (20) working days of its occurrence or within twenty (20) working days from the time the aggrieved employees became aware or by use of reasonable diligence should have become aware of the cause for complaint. The City shall not be subject to any liability for any period more than twenty (20) days prior to the date the grievance was filed in writing.
- G. A Union Steward shall be permitted to confer with the appropriate supervisor and/or division head under the circumstances defined in Steps 1 and 2 above without loss of pay provided that the City may discontinue payment for such time in case of abuse by the Union representative. A Union steward shall report to the immediate supervisor when stopping work to process a grievance as requested by an employees and shall report back to the supervisor when ready to resume work. If the steward represents more than one (1) location and is required to leave the regular work place to process a grievance, the steward shall report to the immediate supervisor when stopping work, to the appropriate supervisor when arriving at the work place of the affected employees and to the steward's immediate supervisor when ready to resume work. If a grievance involves more than one (1) employee, such employees shall designate not more than two (2) employees to represent the group and, with the steward, shall be permitted to confer with the supervisor an or division head in steps 1 and 2 as provided above. An aggrieved employees will be permitted to confer with representatives of City management as provided in the grievance procedure without loss of pay provided that the City may discontinue payment for such time if this privilege is abused.
- H. In the event that the grievance involves a group of employees who do not have the same immediate supervisor, the grievance shall first be presented to their division head as indicated in Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.
- I. In the event that the grievance involves a group of employees who do not have the same division head, the procedure shall start with Step 3.
- J. In the event that the grievance involves a group of employees that do not have the same department head, the procedure shall start with Step 4.
- K. The Union shall have the right to file grievances in the fourth step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this Agreement, provided, however, that this right shall be strictly limited to those matters where the Union can factually demonstrate:
- (1) that the matter is covered by a provision of the Agreement; and
  - (2) that the matter involves the interpretation or application of that provision; and
  - (3) the grievance does not seek to add to or subtract from any provision of the Agreement; and
  - (4) the subject matter of the grievance is general in nature, having application to a majority of the members of the unit.

Section 3.1 Disciplinary action may only be taken for cause when an employee is determined to be unsatisfactory because of deficiencies in performance and/or deficiencies in conduct. When disciplinary action other than oral or written reprimand is taken or contemplated, the affected employee(s) shall be informed in writing either prior to or at the time the action is taken of (1) the reason for the discipline; (2) the penalty assessed; and (3) the effective date of the penalty. Counseling, which has as its objective improved performance or attitude on the part of the employee(s), shall not be considered a disciplinary action.

Section 3.2 If discipline is contemplated, the department head shall meet with the employee and/or the Union representative if so requested by the employee and shall provide the written notice described in 3.1 above, which shall include the notice that the employee may request a hearing on the matter within five (5) working days if the employee feels that the disciplinary action is unwarranted. If the employee does not request such hearing within five (5) working days, the hearing shall be considered waived.

**Section 3.3** If a written request for a hearing from the employee(s) is received within five (5) working days, the department head shall schedule such hearing within five (5) working days after the request is received at which the facts regarding the disciplinary action shall be reviewed with the employee(s). The Union representative and/or legal counsel may accompany or represent the employee at the hearing, but the City shall not be responsible for payment for such representation. The hearing shall be recorded by tape.

**Section 3.4** Failure of the employee to appear at such scheduled hearing shall, except for good reason, be considered a waiver of the desire for a hearing, and shall be considered an acceptance of the facts upon which the disciplinary action is based.

**Section 3.5** The department head, within five (5) working days following the close of the hearing, will submit to the City Manager a recommendation for action. Within five (5) working days after receipt of that recommendation, the City Manager will issue a final decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union representative.

**Section 3.6** If disciplinary action is taken by the City Manager which the employee considers to be unwarranted, the employee and the Union representative may appeal such action by filing a grievance directly under Section 2, Step 4 of this Article.

**Section 3.7** In considering a disciplinary recommendation, the department head may take into account past disciplinary action, prior conduct and the employee's employment record.

**Section 3.8** Any regular employee may be immediately terminated or suspended without advance notice where the giving of such notice could result in damage to the City or to private property, injury to the employee, a fellow employee, or the general public, or where such notice would otherwise be detrimental to the interest of the City.

**Section 3.9** If the City Manager rescinds and/or modifies the disciplinary action, a loss in pay, if any, will be corrected.

**Section 4.0** If the grievance has not been satisfactorily resolved under this procedure, the Union may proceed to arbitration as set forth in Article 20, "Arbitration".

**Section 4.1** The costs for the services of the arbitrator shall be borne by the losing party. The parties shall bear the costs of their own representatives and witnesses. Either party to this Agreement desiring a transcript of the arbitration hearing shall be responsible for the cost of the transcript unless otherwise agreed to, in writing, by the parties.

**Section 5.** Any employee charged with the commission of a crime who pleads nolo contendere, or whose adjudication is withheld shall be considered as having plead guilty.

**Section 6.** Mediation

1. Based upon mutual consent of the parties, the City and the Union may submit specific grievances to mediation prior to proceeding to Arbitration as provided in Article 20.
2. The recommendation of the Mediator will be binding on the parties only if the City and Union both concur with the findings. Either the City or the Union may reject the mediator's recommended solution and proceed to arbitration.
3. The costs, if any, for mediation, will be shared equally by the parties to this agreement.

## ARTICLE 20 - ARBITRATION

Section 1. If no satisfactory resolution of a grievance has been reached under the procedure provided in Article 19 of this Agreement and the grievance or dispute relates to the determination of rights and obligations conferred or created by this Agreement and a written request for arbitration is made by the Union within ten (10) working days after the final answer from the Employee Relations Director, a request for a written panel of arbitrators shall be made and such dispute shall be submitted for final and binding arbitration. If no request for arbitration is received within ten (10) days after the written answer from the Employee Relations Director, the grievance will be considered by both parties to be withdrawn and settled based on the answer received from the fourth step of the grievance process.

Section 2. The parties will select an arbitrator from a panel or panels of not less than seven (7) within two (2) weeks after receipt of the Union's request to proceed to Arbitration. If the Union fails to participate in a scheduled meeting to select an Arbitrator within this two week period, the grievance will be considered by both parties to be withdrawn and settled based on the answer received from the fourth step of the grievance process. The panel or panels shall be generated by a random selection process by the City, a union representative may be present for the random selection process. In the event that either party, before any striking of names occurs, feels that the panel is unsatisfactory, that party shall have the right to request one (1) additional panel. The arbitrator shall thereafter be selected from the panel of arbitrators by alternate striking of names until one (1) name remains. The Union shall strike the first name. The Employee Relations Office will notify the arbitrator of the appointment.

Section 3.0 The arbitration shall be conducted under the rules set forth in this Agreement and shall proceed as follows:

Section 3.1 Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange for the date and place of hearing; or, if questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance.

Section 3.2 The arbitrator shall have exclusive jurisdiction and authority to resolve grievances as defined in this Agreement. The arbitrator shall have the authority to issue subpoenas enforceable in any court of competent jurisdiction and shall administer oaths to all witnesses testifying in any proceeding.

Section 3.3 The arbitrator shall have no power to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

Section 3.4 The arbitrator shall have no power 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 as defined in this Agreement or which is not covered by this Agreement.

Section 3.5 The parties agree that only evidence presented at a hearing at which both parties had the opportunity to cross examine witnesses and rebut any testimony or evidence shall be considered by the arbitrator.

Section 3.6 Upon timely notice prior to the scheduling of hearings and when mutually agreed, consolidation of one (1) or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.

Section 3.7 The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The findings of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be final and binding on the parties. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's findings and conclusions on the issues submitted unless otherwise agreed in writing by the parties.

Section 3.8 Except in disciplinary cases, the party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention.

Section 4. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms and conditions of employment actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority, nor consider it the arbitrator's function, to include in the decision any issue not submitted or to so interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used so as to justify or result in what is, in effect, modification (whether by addition or detraction) of the written terms of this Agreement.

Section 5. The costs for the services of the arbitrator shall be borne by the losing party. The parties shall bear the costs of their own representatives and witnesses. The Union shall have the right to compensate its witnesses from the Time Pool. Either party to this Agreement desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript. If either party to this Agreement requests postponement of a previously scheduled arbitration resulting in a postponement charge, the party requesting the postponement shall pay such charge. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

#### ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. Employees may be disciplined only for cause involving deficiencies in performance and/or deficiencies in conduct. Disciplinary action shall include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Section 2. Whenever possible, discussions concerning disciplinary matters shall be conducted in a private manner so as not to embarrass the employee.

Section 3. When disciplinary action other than oral or written reprimand is taken or contemplated, the department head shall meet with the employee and/or the Union representative, if so requested by the employee. The City shall provide a written notice of:

1. the reason for the discipline;
2. the specific deficiencies in performance and/or conduct and the rules or regulations that have been violated, if any;
3. the penalty;
4. the effective date of the penalty;
5. the time limitation on hearing date.

For oral or written reprimand if a grievance is filed, it shall start with Section 2, Step 1 of the Grievance Procedure and shall contain Step 1 and Step 2 of this Section.

Section 4. Whenever disciplinary action is to be taken, such action shall be in accordance with the procedures outlined in Section 3.1 through 4.1 of Article 19, "Grievance Procedure".

## ARTICLE 22 - BASIC WORKWEEK AND OVERTIME

Section 1. With the exception of continuous operations and refuse collection activities, the normal workweek shall consist of five (5) consecutive eight (8) hour workdays and forty (40) hours per week which may be interrupted by an unpaid lunch period. The normal workweek shall consist of forty (40) hours, however the parties, by mutual agreement, may agree to work schedules in specific work units that may vary from the normal five (5) consecutive day, eight (8) hours per day workweek.

The normal workweek for employees covered by this Agreement who are in a continuous operation shall consist of eight (8) hours per day and forty (40) hours per week. It is understood that in continuous operations the workweek shall not necessarily consist of five (5) consecutive workdays.

For purposes of this Agreement, continuous operation is any division which operates on a seven (7) day a week, twenty-four (24) hour basis.

Section 2. All authorized and approved work performed in excess of forty (40) hours in any one workweek shall be considered as overtime and shall be paid (unless the employee is granted compensatory time off) at the overtime rate of one and one-half (1-1/2) times the employee's regular, hourly rate of pay. Compensatory time is time earned at one and one-half (1-1/2) times the overtime hours worked by an employee. The choice of compensatory time off or overtime pay shall be at the employee's option unless that compensatory time off would interfere with the operational needs of the department involved or there are insufficient funds to pay overtime. Accrued unused compensatory time off may not exceed forty (40) hours. Once the forty (40) hours compensatory time maximum accrual has been reached, employees required to work in excess of forty (40) hours in a designated workweek shall be paid overtime at the time and one-half rate.

Section 3. For the purposes of overtime computation, holidays, vacation leave or any paid leave of absence shall be considered as time worked.

Section 4. Employees may be required to work overtime as scheduled. Overtime will be distributed equitably among employees in their particular job classification, in their organizational units, (i.e. major shop areas, department, shift, section, etc.) as far as the nature of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of departmental management to distribute overtime fairly and equitably over an extended period of time. Departmental management will maintain overtime records and will make such information available to a Union representative upon request.

Section 5. There shall be no split shifts.

Section 6. Pyramiding of Rates - In no event shall the overtime or premium pay provided under this Agreement be pyramided. Thus, if two (2) or more overtime or premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other pay provisions.

Section 7. An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with equalization objectives.

If an employee volunteers for overtime work or is mandated to work an overtime assignment, he/she must report to work as if reporting on a regularly scheduled workday. Failure to so report will result in appropriate disciplinary action.

**Section 8.** Upon mutual agreement between the City and Union, the Pipe Crew will convert to a five (5) day eight (8) hour work schedule for a workweek which includes a fixed date holiday.

**Section 9.** Upon mutual agreement between the City and Union, agree to adopt a task incentive program for the Sanitation Division (bulk trash operations) for the City's Clean City Service Program. The task system will provide:

1. Upon completion of all routes scheduled for the workday, the employee will be permitted to leave work and be considered as having worked the entire workday.

For example:

An employee on an 8-hour work schedule completes all scheduled routes in 6-hours is permitted to leave work after 6-hours and is considered as having worked the entire 8-hour shift.

2. An employee on approved leave (sick, vacation, etc.) is charged as having been on leave under the non-task system.

For example:

An employee on 8-hour work schedule on vacation leave for the workday must take 8-hours vacation leave.

An employee on 10-hour schedule works 3-hours and takes sick leave for the remainder of the day must take 7-hours sick leave.

3. The task system also applies to working holiday situations.

For example:

An employee on 8-hour shift works on Memorial Day, finishes all routes and leaves work after 6-hours receives 8-hours pay and 8-hours pay at one and one-half (1-1/2) time.

An employee on 10-hour shift works on Memorial Day finishes all routes and leaves work after 6-hours receives 10-hours pay and 10-hours pay at one and one-half (1-1/2) time.

4. "Yellow Days" or days assigned to special project crews are not under the task system.

For example:

An employee working on a "yellow day" works the entire scheduled shift.

5. The parties recognize that holiday pay provisions in Section 3 above shall also apply to the Collections Section currently working a four (4) day, ten (10) hour task program.

### ARTICLE 23 - REST PERIOD

**Section 1.** Employees shall be allowed one (1) necessary relief or rest period per one-half (1/2 shift (workday) provided:

- A. The time and length of break is determined by the employee's supervisor, with the understanding that the employee shall receive no shorter break than at present nor more than fifteen (15) minutes.

**Section 1.3** The City shall assign each job classification to an appropriate pay range in accordance with the job evaluation system (EQUI-COMP System) in effect on October 1, 1982.

**Section 1.4** A study of an individual position may be initiated by either an employee or the City by filing a P.D. Form 13 or supplement. Any request for a study of a position must be on the basis of a change in the position's duties or responsibilities. An employee may initiate no more than one (1) request for job evaluation every twelve (12) months. An employee in a training assignment may not initiate a request for a job evaluation until after six (6) months of continuous service in the assignment. The employee shall submit the P.D. Form 13 or supplement to the immediate supervisor, who shall complete it and route it through channels to the Personnel Division within thirty (30) calendar days.

If an employee initiates a requests for a job evaluation and does not complete and forward the PD 13 form or supplement to his/her supervisor within sixty (60) days, such evaluation request shall be denied.

The Personnel Division will undertake an evaluation of the job content within two (2) months after receipt of the P.D. Form 13 and will notify the Union that the study will take place. When the study is completed, a Pay Committee comprised of Union and Management employees will allocate filled positions to an appropriate classification and/or pay range. The Committee will consist of three (3) union and three (3) management employees. At least two (2) union and two (2) management employees must be present for the committee to meet and act. During the study period, the employee shall be consulted. The filling of such upgraded position shall not be subject to Article 25, Job Opportunities. The decision of the Pay Committee shall be final and binding and shall not be subject to the provisions of Article 20, Arbitration.

**Section 1.51** If, as a result of the study of a permanent position, it is determined the position shall be reallocated to a classification with a higher salary range, and the incumbent employee fully meets the requirements of the classification including any required licenses, certifications, or performance skills and abilities, the incumbent employee may be permanently appointed to the reallocated position and shall be subject to successful completion of a probationary period. If the incumbent employee has not previously passed such performance skills and abilities test(s), the employee shall be tested before the recommended reallocation may become effective. This testing shall be completed as soon as possible, but no later than fourteen (14) calendar days from the date of the recommendation to reallocate the position. The position of an employee who fails to take the test shall not be reallocated. An employee who fails to qualify on the performance test(s) shall be permitted one (1) reexamination no later than fourteen (14) calendar days from the date of the first testing. If the employee fails to qualify upon reexamination, such employee's position shall not be reallocated. The employee may not be considered for reallocation to that particular higher classification for which said employee twice took and failed the examination for a six (6) month period from the date of the second testing. An employee who qualifies on the performance test(s) shall be permanently appointed to the reallocated class and shall be subject to successful completion of a probationary period.

**Section 1.52** Before the completion of a reallocation to a classification with a lower salary, the incumbent employee shall be entitled to a vacant position in such incumbent's classification prior to completion of the study or in a similar classification and to serve therein without change in status. In the event that such a transfer cannot be effected at the time of the reallocation, the incumbent employee shall be assigned to the lower classification. The incumbent, if a regular employee, shall be placed on a reallocation reinstatement list for the higher classification and shall be reinstated to any future vacancies in that classification in accordance with the procedures established in Article 18, "Layoff/Recall".

**Section 1.53** When a position occupied by a regular employee is reallocated to a classification in the same salary range and with substantially the same qualification requirements, the Personnel Director may grant the incumbent employee status in the new classification.

**Section 1.6** Upon publication of a new or revised classification specification, the City shall provide the Union with such new or revised specifications and the assigned pay range. If the Union objects to the classification specifications and/or pay range, it may file its objections in accordance with Section 1.7.

**Section 1.7** The employee or Union shall have up to twenty (20) days from notice of a position allocation decision or receipt of new or revised classification specifications to file objections in writing to the Personnel Director. The City agrees that it will meet within fourteen (14) days thereafter to attempt to resolve any differences. If the parties are unable to resolve such differences, the dispute may be submitted to arbitration under Article 20.

## **ARTICLE 27 - SAFETY AND HEALTH**

**Section 1.** The Union and the City shall cooperate in the enforcement of the City's safety rules and regulations and shall promote sound safety practices for the protection of both the employees and the public with the continuing objective of eliminating accidents and health hazards.

**Section 2.** Protective devices, wearing apparel and other equipment necessary to protect employees from injury shall be provided by the City in accordance with practices currently utilized by the City. Such practices may be improved from time to time by the City upon recommendation of the City's Safety Manager. Such protective devices, wearing apparel and other equipment, when provided, must be used, and the Union agrees that failure by any employee to obey safety regulations and to use protective devices, wearing apparel and other equipment shall be sufficient reason to take disciplinary action up to and including discharge.

**Section 3.** In the event an employee is transferred or for any reason leaves the employ of the City of Fort Lauderdale, the employee shall return all protective devices, wearing apparel and equipment to the issuing department upon demand or prior to the employee receiving his/her last paycheck. The replacement cost as determined by the City of any of the above mentioned items that are lost, abused or misused by the employee, shall be borne by the employee through payroll deductions, if necessary.

**Section 4.** An employee may be relieved of responsibility for assigned protective devices wearing apparel or other equipment necessary to protect the employee from injury that may be stolen, provided that the employee reports the theft to his/her immediate supervisor (an employee outside the Bargaining Unit) and to the appropriate law enforcement agency as soon as the theft is discovered.

**Section 5.** Representatives of the Union, not to exceed four (4) in number, and of the City, shall meet quarterly at mutually agreed upon times for up to one and one-half (1-1/2) hours to discuss matters of specific issues of safety and health. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. The City's Safety Manager shall act as chairperson of any scheduled meetings.

**Section 6.** As heretofore, the City agrees that it will provide a safe work place and safe equipment for its employees.

## **ARTICLE 28 - PERSONNEL RECORDS**

**Section 1.** The Personnel Division shall maintain an official personnel file for each permanent employee. Such file shall be centrally maintained in an appropriate unit within the Personnel Division.

**Section 2.** The official personnel file shall be purged as provided in this Section: Upon completion of an employee's Performance Evaluation and upon request of the employee, any counseling forms received during that period shall be considered purged from the file when it has Attachment 1, respectively, affixed to it. Upon request of the employee, letters of reprimand will be considered purged when it has

Attachment 2, respectively, affixed to it, provided the employee has had no disciplinary action or letters of reprimand during the two (2) years immediately preceding the request.

Section 3. For the purposes of this Article, investigative and/or internal affairs files shall not be construed as personnel records.

Section 4. Each employee shall be permitted to review materials in the employee's official file at reasonable times during normal office hours by making an appointment with any member of the personnel records section.

Section 5. Personnel records, where applicable, shall be maintained in accordance with the Florida Department of State General Records Schedule for Law Enforcement Agencies as revised.

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### ATTACHMENT I

The attached Counseling Slip has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From \_\_\_\_\_ forward it will be considered by the parties to have been purged as provided for in Article 28 of the FOP/FOPA contract.

\_\_\_\_\_  
DATE

### ATTACHMENT 2

The attached written Reprimand has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From \_\_\_\_\_ forward it will be considered by the parties to have been purged as provided for in Article 28 of the FOP/FOPA contract.

\_\_\_\_\_  
DATE

### ARTICLE 29 - EMERGENCY MEAL ALLOWANCE

Under the following special circumstances, the department head shall approve reimbursement for an employee's meal when the employee is required with less than twenty-four (24) hours notice to work a substantial amount of overtime:

- a. the employee must have worked a minimum of four (4) continuous hours of overtime immediately following the end of a normal eight (8) hour shift; and
- b. there was an exceptional/emergency situation where it was absolutely impossible to allow the employee a meal break; and

- c. the employee will only be reimbursed for the exact cost of the meal (with receipt) up to a maximum of six dollars (\$6.00).

### ARTICLE 30 - TRAINING TIME

Section 1. Time spent by an employee who is authorized with prior approval by the City to attend a course, lecture, or meeting, which directly relates to the employee's work shall be considered hours of work.

Section 2. Any tuition or fee for such required course shall be paid by the City.

### ARTICLE 31 - CLOTHING AND SAFETY SHOES

Section 1. The City will furnish and employees will be required to wear uniforms of the type, design and color as determined by the City for employees in positions where uniforms are required.

Section 2. The City will provide and each employee will be permitted to retain five (5) uniforms and replacements thereafter up to a maximum of five (5) per year will be made upon the return of a uniform which is worn out. All such uniforms shall remain the property of the City and each unit employee may be required to return such issued uniforms upon termination of employment.

Section 3. Employees shall give reasonable and proper care to such apparel and shall be required to keep them clean and in proper condition.

Section 4. Five (5) uniforms for a new employee shall be supplied within thirty (30) days after the employee begins work except where uniforms are not available.

Section 5. Employees shall wear such uniforms only when on duty.

Section 6. An employee transferred to another department may be required to return all issued uniforms at the time of transfer; in which event, new uniforms will be issued to the employee by the department to which transferred.

Section 7. Issuance of Safety Shoes - The City shall provide safety shoes to employees in positions that utilize safety shoes under the City's established safety shoe policy.

### ARTICLE 32 - TEMPORARY ASSIGNMENT

Section 1. The City may, at its discretion, assign a member of the Bargaining Unit to serve as a temporary replacement for an absent supervisor outside the Bargaining Unit. If such assignment continues for a minimum of five (5) consecutive workdays (days actually worked do not include paid or unpaid leave time), the employee shall be paid the minimum of the salary range of the supervisory job to which assigned or five percent (5%) above the employee's current straight time rate, whichever is higher, for all work performed in the temporary position.

Section 2. In the event an employee serves as a temporary replacement for an absent supervisor outside the Bargaining Unit, for ninety (90) working days, the City shall at that time determine whether such job should be filled on a permanent basis or abolished.

## ARTICLE 33 - DRUG FREE WORK PLACE

The City has a legal responsibility and management obligation to ensure a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.

There is sufficient evidence to conclude that the use of illegal drugs, drug or alcohol dependence, and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health.

Section 1. The following provisions are to ensure an employee's fitness for duty as a condition of continued employment:

- A. Any employee under the influence of an illegal substance or alcohol in the work place shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she will be discharged from employment.
- B. Any employee found to be manufacturing, distributing, dispensing, possessing, or using an illegal substance on or off duty shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she may be subject to discipline.
- C. While on duty, any employee under the influence of a legally obtained drug to the extent that such use influences or impairs the ability of the employee, affects the safety of co-workers, impairs the employee's job performance or the safe or efficient operation of equipment, shall upon detection be immediately suspended without pay pending an investigation. Should the employee be found to be in violation of prescribed physician's directions, he/she may be discharged from City employment.

Section 2. In an effort to identify and eliminate on or off-duty controlled substance/illegal substance and/or alcohol abuse, appropriate tests as determined by the City may be administered as provided herein:

- A. as part of any scheduled physical examination program where participation is required of department personnel;
- B. following any on-duty accident or serious incident involving damage to property or personal injury where the City has reasonable suspicion based upon objective factors that the involved employees may be under the influence of alcohol, an illegal drug, or abusing a legal drug;
- C. where the City at any time has a reasonable suspicion that an employee has possession of or is manufacturing, using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician;
- D. as a condition of employment, whenever an employee is promoted to a position involving public safety which shall be defined as any position requiring the operation of heavy equipment; Lifeguards; Detention personnel; Communications personnel; Park Rangers or any other security personnel;
- E. following any accident or serious incident involving damage to property or personal injury in a position involving public safety as defined in "D" above.

F. in cases in which an employee is acting in an abnormal manner and the supervisor has reasonable suspicion to believe that the employee is under the influence of illegal drugs or alcohol.

Section 3. Testing requires the approval of the department head or designee within the department. Testing for drugs or illegal substances shall be done through a blood, urine, or both analysis at the City's discretion. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Urine samples shall be collected under supervision of the collection site personnel. The collection site shall maintain a record of the "chain of custody" of urine specimens.

Urine or blood samples shall be taken under the direct supervision of a medical doctor licensed in the State of Florida.

In the event a urine specimen is tested as positive under the drug testing screen as specified in Section 4, a portion of that sample shall be subjected to a gas chromatography/mass spectrophotometry (GC/MS) testing. If the GCMS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

Section 4. Drugs, their metabolites, alcohol, and other substances for which the City will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, and phencyclidine. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. Employees shall be required to document their legal drug, substance, or both use, as defined above, within twenty-four (24) hours of their initial drug screening tests. Test results shall be treated with the same confidentiality as other medical records.

The standards to be used for employee drug testing will be in accordance to generally accepted National Institute of Drug Administration (NIDA) toxicology standards.

Section 5. Refusal to comply with an order to submit to such an examination will constitute the basis for disciplinary action up to and including dismissal. Any positive test for a controlled substance shall result in a recommendation for discipline up to and including dismissal.

The City, in addition to any appropriate disciplinary actions, shall refer any employee who tested positive to an Employee Assistance Program from assessment, counseling, and referral for treatment or rehabilitation as appropriate. The costs for such referral, treatment, or rehabilitation shall not be borne by the City.

Section 6. The employee is required as a condition of employment to notify his/her department head of any criminal drug statute conviction occurring in the work place no later than five (5) calendar days after such conviction. Failure to comply with this provision shall be considered as a voluntary resignation not in good standing.

The City has a legal responsibility and management obligation to ensure a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.

There is sufficient evidence to conclude that the use of illegal drugs, drug or alcohol dependence, and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health.

## ARTICLE 34 - LABOR MANAGEMENT COOPERATION

A Labor Management Committee shall be established to promote communications between the Union and the City by exploring avenues which will lead to better understanding and greater cooperation.

The Committee shall be composed of six (6) representatives selected by the Union and a FOP/FOPA representative and six (6) representatives selected by the City Manager and a representative of the Employee Relations Office. Resource people and visitors may attend Committee meetings upon mutual agreement of the Union and City representatives.

The Committee shall have advisory powers only. The responsibility for making decisions will continue to remain with the line management of the City and with the line officers of the Union.

To achieve stability, members shall serve for one (1) year. Absent members shall not be replaced with alternates unless a member terminates his/her employment with the City or is on long term leave.

The Committee will be free to discuss any subject except grievances that are currently pending.

Any rule and arrangements under which the Labor Management Committee operates may be changed by mutual agreement of the City and Union.

In order to promote the establishment of the Labor Management Committee, the City will make available up to fifteen thousand dollars (\$15,000) for Fiscal Year 2000/2001; 2001/2002; and 2002/2003 expenses. The expenditures of any such funds made available by the City will require mutual agreement by the City and Union.

The issue of improved training for promotional opportunities will be referred to the Executive CALM Committee. In order to enhance training opportunities for bargaining unit members, the City will make available ten thousand dollars (\$10,000) during the life of the Agreement.

## ARTICLE 35 - HOLIDAYS

Section 1. Holidays - The following are recognized holidays for eligible employees:

- New Years Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Day following Thanksgiving
- Christmas Day (December 25)
- Three (3) Personal Leave Holidays

Section 2.1 Holiday Pay - An employee not required to work on a holiday shall receive eight (8) hours pay at the employee's straight rate of pay for each holiday not worked.

Section 2.2 An employee who is scheduled to work on a holiday shall receive eight (8) hours holiday pay or credit for eight (8) hours of vacation in accordance with Article 36, Section 8, Vacation Leave. In addition, such employee shall receive for the hours actually worked on the holiday compensatory time off calculated at one and one-half (1-1/2) times the hours actually worked on the holiday or cash payment of one and one-half (1-1/2) times the regular rate of pay for the hours actually worked.

**Section 2.3** For the purpose of computing overtime pay, a holiday paid for shall be considered equivalent to eight (8) hours worked.

**Section 3.** Holiday Scheduling - In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement, and when a holiday falls on a Sunday, the following Monday shall be observed as the holiday, for those employees on a normal Monday through Friday workweek. For employees other than those on a normal Monday through Friday workweek, the holiday shall be deemed to occur on the day on which the holiday actually falls.

Personal Holidays may be scheduled during the contract year based upon the interests of the employee in keeping with both work unit scheduling practices and staffing necessities. Arrangements for scheduling of Personal Holidays must be made one (1) week prior to the day elected by the employee.

Management will notify the employee within three (3) workdays of the day elected of approval or disapproval of the Personal Holiday request.

**Section 4.** Eligibility

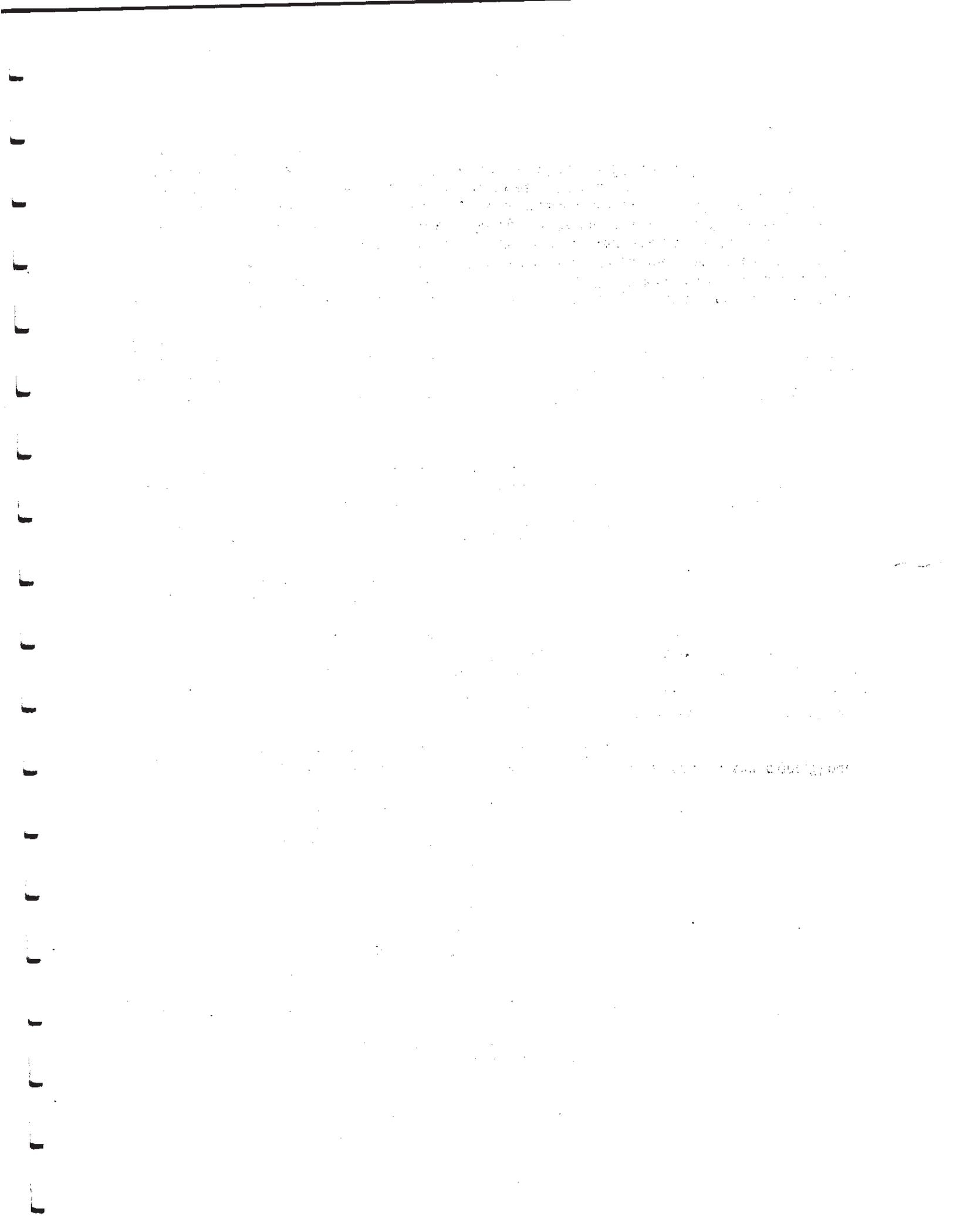
**Fixed Date:** All employees on the active payroll on the date of the fixed date holiday shall be eligible for holiday pay. To be eligible for a paid holiday, an employee must also have worked his/her full regularly scheduled workday before and after the holiday. For fixed date holidays, a day worked shall include a day for which leave with pay is authorized.

**Personal Holidays:** Personal Holidays are non-cumulative and cannot be carried over into the following contract year. A Personal Holiday earned but not taken by September 30 shall be removed from the employee's credit.

After completion of the first twenty (20) actual workdays in the contract year, provided the employee has completed three (3) months continuous service in a full time permanent position with the City, the employee earns the first Personal Holiday.

After completion of six (6) months continuous service in the contract year, provided the employee has completed at least forty-five (45) actual workdays in the contract year, the employee earns the second and third Personal Holidays.

**Section 5.** Floating Holiday - Each regularly employed full-time employee shall earn a "Floating Holiday" for any calendar year in which no sick leave was used. The "Floating Holiday" shall consist of eight (8) hours added to the vacation leave of such employee. Probationary employees shall also be eligible provided they have worked full-time for the entire calendar year and have successfully completed probation prior to the end of the calendar year. The eight (8) hours additional vacation leave shall accrue on January 1 immediately following the calendar year of unused sick leave. The additional vacation leave may be used at a time approved by the Department Head or designee. The "Floating Holiday" is to be used during the calendar year in which it is posted or it is forfeited by the employee. Such leave time may not be converted to a cash payment.



## **ARTICLE 35 (A) - HOLIDAYS**

**Section 1.** *Upon conversion from the daily to an hourly leave accrual program; Article 35 – Holidays shall be superceded by Article 35 (A) – Holidays.*

**Section 2.** Holidays - The following are recognized holidays for eligible employees:

New Years Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Veterans Day (November 11th)  
Thanksgiving Day (Fourth Thursday in November)  
Day following Thanksgiving  
Christmas Day (December 25)  
(3 Personal Days - converted to Vacation Leave – Article 36(A))

**Section 2.1** Holiday Pay - An employee not required to work on a holiday shall receive eight (8) hours pay at the employee's straight rate of pay for each holiday not worked.

**Section 2.2** An employee who is scheduled to work on a holiday shall receive eight (8) hours holiday pay or credit for eight (8) hours of vacation in accordance with Article 36, Section 8, Vacation Leave. In addition, such employee shall receive for the hours actually worked on the holiday compensatory time off calculated at one and one-half (1-1/2) times the hours actually worked on the holiday or cash payment of one and one-half (1-1/2) times the regular rate of pay for the hours actually worked.

**Section 2.3** For the purpose of computing overtime pay, a holiday paid for shall be considered equivalent to eight (8) hours worked.

**Section 3.** Holiday Scheduling - In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement, and when a holiday falls on a Sunday, the following Monday shall be observed as the holiday, for those employees on a normal Monday through Friday workweek. For employees other than those on a normal Monday through Friday workweek, the holiday shall be deemed to occur on the day on which the holiday actually falls.

**Section 4.** Eligibility

All employees on the active payroll on the date of the recognized holiday shall be eligible for holiday pay. To be eligible for a paid holiday, an employee must also have worked his/her full regularly scheduled workday before and after the holiday. A day worked shall include a day for which leave with pay is authorized.

**Section 5.** Floating Holiday - Each regularly employed full-time employee shall earn a "Floating Holiday" for any calendar year in which no sick leave was used. The "Floating Holiday" shall consist of eight (8) hours added to the vacation leave of such employee. Probationary employees shall also be eligible provided they have worked full-time for the entire calendar year and have successfully completed probation prior to the end of the calendar year. The eight (8) hours additional vacation leave shall accrue on January 1 immediately following the calendar year of unused sick leave. The additional vacation leave may be used at a time approved by the Department Head or designee. The "Floating Holiday" is to be used during the calendar year in which it is posted or it is forfeited by the employee. Such leave time may not be converted to a cash payment.

## ARTICLE 36 - VACATION LEAVE

**Section 1.** Eligibility - All full-time employees shall earn vacation leave at the rate of one (1) working day per month of continuous service provided that the maximum vacation leave earned during one (1) year by such employee shall not exceed twelve (12) days. Employees with over five (5) years of service shall be credited, on the anniversary date of their employment, with an additional day of vacation for each full year of continuous service over five (5) years. Such longevity vacation leave for any employee shall not exceed ten (10) days.

**Section 2.** Disqualification - Vacation leave shall accrue only in those months in which an employee has worked three-quarters (3/4) or more of his/her regular days. Days worked shall include days for which leave with pay was authorized.

**Section 3.** Each department head should make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. However, employees may, at their option, accrue vacation leave to a maximum of the leave earned in two (2) anniversary years.

**Section 4.** Annual leave is intended to be used to provide a periodic vacation. However, earned vacation leave may be used for any other purpose when authorized by the department head. Vacation leave will only be used with the prior approval of the department head and shall not be authorized prior to the time it is earned by the employee. However, such vacation leave shall not be unreasonably denied. Vacation leave shall not be granted to employees with less than six (6) months of continuous service.

**Section 5.** Holidays occurring while an employee is on vacation leave shall not be charged against the employee's vacation leave balance.

**Section 6.** The minimum charge for vacation leave shall be in units of one quarter (1/4) hour.

**Section 7.** Any employee wishing to leave the City in good standing shall submit to the department head at least two (2) weeks before leaving a written resignation stating the date the resignation shall become effective and the reason for leaving. In the event of a resignation in good standing, the employee shall be paid for any unused vacation leave. In the event of a layoff the employee shall have the option of being paid for any unused vacation leave. In the event of the death of the employee, the beneficiary, estate, or other designee as provided by law shall be paid for any unused vacation at the employee's current rate of pay.

**Section 8.** Certain employees whose work schedules do not allow for the observance of holidays shall be credited with vacation days equal to the number of holidays listed in Article 35, "Holidays". These additional vacation days will be credited in the month the holiday occurs.

## ARTICLE 36 (A) - VACATION LEAVE

**Section 1.** *During the life of this Agreement the City may convert from its daily leave accrual program, as provided in Article 36 - Vacation Leave, to an hourly leave accrual program. At the time of such conversion the City will also convert the three (3) Personal Holidays per year (24-hours) provided in Article 35 - Holidays to three (3) additional vacation days per year (24-hours). The conversion from the daily to hourly accrual program, and holiday leave to vacation leave, is not intended to change the amount of leave an employee is eligible to earn in a given time period, rather it is intended to simplify the administration of the leave accrual program.*

Upon conversion from the daily to hourly leave accrual program, Article 36 – Vacation Leave shall be superceded by Article 36 (A) Vacation Leave.

**Section 2.** Eligibility – All full time employees shall accrue vacation leave, as provided in the Vacation Accrual Schedule in Section 5 of this Article, while the employee is in a regular pay status, which is defined as regularly scheduled hours worked in the employee's normal forty (40) hour work week.

For example, an employee with one year of service accrues vacation leave at an hourly rate of .05769 and therefore earns 2.3076 hours of vacation leave after working one normal forty (40) hour week. Accrual of longevity vacation leave shall begin on the employee's anniversary date.

**Section 3.** Longevity Vacation Leave - As provided in the Vacation Accrual Schedule in Section 5 of this Article, employees with over five (5) years of service begin to accrue leave at the higher rate on the anniversary date of their employment.

For example, an employee whose anniversary date is May 8<sup>th</sup> and accrues vacation leave at the rate of .05769 per hour and begins to accrue at the rate of .06154, as of May 8<sup>th</sup> and five (5) years service; at the hourly rate of .06538 beginning May 8<sup>th</sup> and six (6) years service, and so on, to a maximum hourly rate of .09615 beginning May 8<sup>th</sup> and 15 years service.

**Section 4.** Regular pay status includes time for which leave with pay is authorized.

An employee utilizing sick and/or vacation leave to supplement Workers' Compensation or City disability compensation to the extent necessary to equal the employee's regular bi-weekly salary shall be considered to be in a regular pay status for purposes of earning vacation leave.

Vacation leave cannot accrue while the employee is in a non-pay status, except that unpaid suspensions forty (40) hours or less are considered periods of pay status for purposes of vacation leave accrual.

**Section 5.**

**VACATION ACCRUAL SCHEDULE**

<b>Years of Continuous Service</b>	<b>*Maximum Vacation Days/Hours Earned Per Year</b>	<b>Hourly Accrual Rate</b>	<b>Maximum Accrued Days/Hours Vacation Leave</b>
Less than 5	15/120	0.05769	30/240
5	16/128	0.06154	32/256
6	17/136	0.06538	34/272
7	18/144	0.06923	36/288
8	19/152	0.07308	38/304
9	20/160	0.07692	40/320
10	21/168	0.08077	42/336
11	22/176	0.08462	44/352
12	23/184	0.08846	46/368
13	24/192	0.09231	48/384
14 or more	25/200	0.09615	50/400

\*The total for Maximum Earned Vacation Days/Year includes the three (3) Personal Holidays converted to vacation leave as provided in Section 1 of this Article.

**Section 6.** Each department head should make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. However, employees may, at their option, accrue vacation leave to a maximum of the leave as provided in the Vacation Accrual Schedule in Section 5 of this Article.

**Section 7.** Upon conversion to the hourly leave accrual program, employees will be credited with any longevity vacation leave earned, but not posted, as of the date of implementation, in the following manner:

**CONVERSION TABLE**

Number of Months Since Employee's Last Anniversary Date For Longevity Vacation	Prorated Credit for Earned Longevity Vacation
Same Month As Conversion	12/12
11 Months	11/12
10 Months	10/12
9 Months	9/12
8 Months	8/12
7 Months	7/12
6 Months	6/12
5 Months	5/12
4 Months	4/12
3 Months	3/12
2 Months	2/12
1 Month	1/12

For example: An employee with eight (8) years of service is eligible for three (3) longevity vacation days (equivalent to 24 hours). If the employee's anniversary date is May 8<sup>th</sup>, and the hourly accrual conversion date is in October, the employee is credited with ten (10) hours longevity leave (5/12 of 24 hours) on October 1st.

**Section 8.** In the event that the conversion pursuant to this section results in an employee exceeding the maximum allowable accrued vacation leave, said leave shall not be forfeited immediately. Those employees shall have three (3) months from the date of the conversion to utilize the excess leave. If it is not utilized within the three (3) month period, it shall be forfeited consistent with other provisions of this contract.

**Section 9.** Annual leave is intended to be used to provide a periodic vacation. However, earned vacation leave may be used for any other purpose when authorized by the department head. Vacation leave will only be used with the prior approval of the department head and shall not be authorized prior to the time it is earned by the employee. However, such vacation leave shall not be unreasonably denied. Vacation leave shall not be granted to employees with less than six (6) months of continuous service.

**Section 10.** Holidays occurring while an employee is on vacation leave shall not be charged against the employee's vacation leave balance.

**Section 11.** The minimum charge for vacation leave shall be in units of one quarter (1/4) hour.

**Section 12.** Any employee wishing to leave the City in good standing shall submit to the department head at least two (2) weeks before leaving a written resignation stating the date the resignation shall become effective and the reason for leaving. In the event of a resignation in good standing, the employee shall be paid for any unused vacation leave. In the event of a layoff the employee shall have the option of being paid for any unused vacation leave. In the event of the death of the employee, the beneficiary,

estate, or other designee as provided by law shall be paid for any unused vacation at the employee's current rate of pay.

**Section 13.** Certain employees whose work schedules do not allow for the observance of holidays shall be credited with vacation days equal to the number of holidays listed in Article 35, "Holidays". These additional vacation days will be credited in the month the holiday occurs. Such employees will have their vacation maximum adjusted to reflect these credited days.

## ARTICLE 37 - SICK LEAVE

**Section 1.1** Purpose - The City of Fort Lauderdale grants sick leave to eligible employees to provide continued income during employee illness. Sick leave shall not be considered a right to be used at the employee's discretion, but rather a privilege which shall be allowed only in a case of personal illness or disability, legal quarantine because of exposure to contagious disease, or in the case of illness in the immediate family. No more than eighty (80) hours in any calendar year may be taken as sick leave because of illness in the immediate family.

For purposes of this Article, family members are defined as the following relatives: mother, father, sister, brother, spouse, or child of the employee. Grandparents living in the same household will also be considered as members of the immediate family.

**Section 1.2** The City may require such medical examination, nursing visit, or inquiry which the City deems desirable.

**Section 2.** Leave Accrual - All permanent and probationary full-time employees shall earn sick leave at the rate of one (1) day per month provided that the employee has worked three-quarters (3/4) or more of his/her regular workdays. Days worked shall include days for which leave with pay was authorized. Sick leave earned on October 1, 1977, and thereafter shall accrue at the rate of pay in effect at the time such leave is earned. All sick leave accrued prior to October 1, 1977, shall accrue at the rate of pay in effect as of October 1, 1977.

An employee utilizing sick and/or vacation leave to supplement Workers' Compensation or City disability compensation to the extent necessary to equal the employee's regular bi-weekly salary shall be considered to be in a regular pay status for purposes of earning sick leave.

Sick leave cannot accrue while the employee is in a non-pay status, except that unpaid suspensions less than forty (40) hours are considered periods of pay status for purposes of sick leave accrual.

**Section 3.0** Conversion of Sick Leave - Conversion of sick leave is permitted; however, the first thirty (30) days of accrued sick leave are not subject to these conversion privileges. Any conversion of sick leave to vacation leave is at the sole discretion of the department head who will review requests to convert vacation leave based upon the department's staffing and operational needs.

**Section 3.1** An employee with over thirty (30) but less than ninety (90) days of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year, but not more than six (6) days, to either six (6) days of vacation leave (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

**Section 3.2** All vacation leave resulting from a conversion of sick leave must be taken prior to the employee's next anniversary date, retirement, or separation from City employment. If the employee does

not so utilize such vacation leave, such leave shall automatically be reconverted to sick leave at the original value thereof.

**Section 3.3** Unlimited Accumulation - An employee whose anniversary date of employment is prior to October 1, 1977, shall be eligible to accumulate an unlimited number of accrued sick leave days.

An employee hired prior to October 1, 1977, with ninety (90) days of accrued sick leave may convert the unused balance of any sick leave earned in the previous anniversary year not to exceed twelve (12) days of vacation leave (at the sole discretion of the department head) or to cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

**Section 3.4** Ninety (90) Day Limitation - A maximum of ninety (90) sick leave days only will be permitted to accrue at any time for employees whose anniversary date is October 1, 1977, or any time thereafter. In order for employees to accumulate ninety (90) days for sick leave usage a cap of one hundred two (102) days will be established. The ninety (90) day maximum will apply to any payment of accrued sick leave upon termination or retirement as provided in this Article.

An employee hired on or after October 1, 1977, with above ninety (90) days but below one hundred two (102) days of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year to vacation leave on a one to one basis not to exceed twelve (12) days of vacation leave (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

On the date an employee reaches one hundred two (102) days of accrued sick leave, conversion of twelve (12) days accrued sick leave will be automatically made to cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

**Section 4.** Leave Requirements - In order to be granted sick leave with pay, an employee must meet the following conditions:

- A. Notify the immediate supervisor not later than two (2) hours after the beginning of the scheduled workday of the reason for such employee's absence, or within lesser limits if required by the department head. Failure to comply with the above may be permitted should the circumstances for such failure be warranted.
- B. Permit such medical examination, nursing visit, or inquiry which the City deems desirable.
- C. File a written request for such sick leave on the form and in the manner to be prescribed, and submit, where reasonable and if requested by the department head, a medical certificate signed by a physician stating the kind and nature of the sickness or injury and that the employee is again physically able to perform the required duties.

**Section 5.** Claiming sick leave when physically fit shall be cause for discipline up to and including dismissal.

**Section 6.** Sick leave taken because of illness or injury or converted to vacation or to a cash payment shall utilize the most recently accrued sick leave. Sick leave pay will be paid at the employee's current basic rate of pay at the time which the employee is incapacitated due to illness or injury. The minimum charge for sick leave shall be in units of one-quarter (1/4) hour.

**Section 7.** Sick leave pay will be normally paid at the same rate as a regular workday, except in those instances where other City benefits, excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for sick leave pay amount and use to preclude payments in excess of regular pay.

**Section 8.** Payment for unused sick leave shall be made to employees hired on or after April 10, 1983, whose employment is terminated while in good standing and in accordance with the following schedule:

Upon Termination in Good Standing	25% of rate of accrual
Upon Retirement	50% of rate of accrual

**Section 9.** An employee hired prior to April 10, 1983, upon termination from City employment in good standing, shall be paid for unused sick leave in accordance with the following schedule:

10 years of service or less	25% of rate of accrual
Greater than 10 years of service but less than 20 years	45% of rate of accrual
20 years or more	65% of rate of accrual

Upon retirement from City employment, an employee shall be paid for unused sick leave in accordance with the following schedule:

10 years of service or less	50% of rate of accrual
Greater than 10 years of service but less than 20 years	65% of rate of accrual
20 years or more	80% of rate of accrual

Retiring employees may convert accrued sick leave to final vacation leave in accordance with the following schedule; provided, however, no more than twelve (12) of such accrued sick leave days may be converted to final vacation leave:

10 years of service or less	.5 days vacation leave for one day sick leave
Greater than 10 years of service but less than 20 years	.65 days vacation leave for one day sick leave
20 years or longer service	.80 days vacation leave for one day sick leave

**ARTICLE 37(A) - SICK LEAVE**

*During the life of this Agreement the City may convert from its daily sick leave accrual program as provided in Article 37 – Sick Leave, to an hourly leave accrual program as provided in Article 37(A) – Sick Leave. This conversion from the daily to hourly leave accrual program is not intended to change the amount of sick leave an employee is eligible to earn in a twelve month period, rather it is intended to simplify the administration of the sick leave accrual program.*

**Section 1.1** Purpose - The City of Fort Lauderdale grants sick leave to eligible employees to provide continued income during employee illness. Sick leave shall not be considered a right to be used at the employee's discretion, but rather a privilege which shall be allowed only in a case of personal illness or disability, legal quarantine because of exposure to contagious disease, or in the case of illness in the immediate family. No more than eighty (80) hours in any calendar year may be taken as sick leave because of illness in the immediate family.

**Section 1.2** The City may require such medical examination, nursing visit, or inquiry which the City deems desirable.

**Section 2.** Leave Accrual - All permanent and probationary full-time employees shall earn sick leave at the rate of .0462 hours leave for each hour worked in the normal forty (40) hour work week. For example, an employee earns 1.848 hours sick leave after working one normal forty (40) hour work week. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours. Sick leave earned on October 1, 1977, and

thereafter shall accrue at the rate of pay in effect at the time such leave is earned. All sick leave accrued prior to October 1, 1977, shall accrue at the rate of pay in effect as of October 1, 1977.

An employee utilizing sick and/or vacation leave to supplement Workers' Compensation or City disability compensation to the extent necessary to equal the employee's regular bi-weekly salary shall be considered to be in a regular pay status for purposes of earning sick leave.

Sick leave cannot accrue while the employee is in a non-pay status, except that unpaid suspensions less than forty (40) hours are considered periods of pay status for purposes of sick leave accrual.

Section 3.0 Conversion of Sick Leave - Conversion of sick leave is permitted; however, the first two hundred and forty (240) hours of accrued sick leave are not subject to these conversion privileges. Any conversion of sick leave to vacation leave is at the sole discretion of the department head who will review requests to convert vacation leave based upon the department's staffing and operational needs.

Section 3.1 An employee with over two hundred and forty (240) hours but less than seven hundred and twenty (720) hours of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year, but not more than forty-eight (48) hours, to either forty-eight (48) hours of vacation leave (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 3.2 All vacation leave resulting from a conversion of sick leave must be taken prior to the employee's next anniversary date, retirement, or separation from City employment. If the employee does not so utilize such vacation leave, such leave shall automatically be reconverted to sick leave at the original value thereof.

Section 3.3 Unlimited Accrual - An employee whose anniversary date of employment is prior to October 1, 1977, shall be eligible to accumulate an unlimited number of accrued sick leave days.

An employee hired prior to October 1, 1977, with seven hundred and twenty (720) hours of accrued sick leave may convert the unused balance of any sick leave earned in the previous anniversary year not to exceed ninety-six (96) hours of vacation leave (at the sole discretion of the department head) or to cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 3.4 Seven hundred and twenty (720) hours limitation - A maximum of seven hundred and twenty (720) sick leave hours only will be permitted to accrue at any time for employees whose anniversary date is October 1, 1977, or any time thereafter. In order for employees to accumulate seven hundred and twenty (720) hours for sick leave usage a cap of eight hundred and sixteen (816) hours will be established. The seven hundred and twenty (720) hours maximum will apply to any payment of accrued sick leave upon termination or retirement as provided in this Article.

An employee hired on or after October 1, 1977, with above seven hundred and twenty (720) hours but below eight hundred and sixteen (816) hours of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year to vacation leave on a one to one basis not to exceed ninety-six (96) hours of vacation leave (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

On the date an employee reaches eight hundred and sixteen (816) hours of accrued sick leave, conversion of ninety-six (96) hours accrued sick leave will be automatically made to cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 4. Leave Requirements - In order to be granted sick leave with pay, an employee must meet the following conditions:

- A. Notify the immediate supervisor not later than two (2) hours after the beginning of the scheduled workday of the reason for such employee's absence, or within lesser limits if required by the department head. Failure to comply with the above may be permitted should the circumstances for such failure be warranted.
- B. Permit such medical examination, nursing visit, or inquiry which the City deems desirable.
- C. File a written request for such sick leave on the form and in the manner to be prescribed, and submit, where reasonable and if requested by the department head, a medical certificate signed by a physician stating the kind and nature of the sickness or injury and that the employee is again physically able to perform the required duties.

**Section 5.** Claiming sick leave when physically fit shall be cause for discipline up to and including dismissal.

**Section 6.** Sick leave taken because of illness or injury or converted to vacation or to a cash payment shall utilize the most recently accrued sick leave. Sick leave pay will be paid at the employee's current basic rate of pay at the time which the employee is incapacitated due to illness or injury. The minimum charge for sick leave shall be in units of one-quarter (1/4) hour.

**Section 7.** Sick leave pay will be normally paid at the same rate as a regular workday, except in those instances where other City benefits, excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for sick leave pay amount and use to preclude payments in excess of regular pay.

**Section 8.** Payment for unused sick leave shall be made to employees hired on or after April 10, 1983, whose employment is terminated while in good standing and in accordance with the following schedule:

Upon Termination in Good Standing	25% of rate of accrual
Upon Retirement	50% of rate of accrual

**Section 9.** An employee hired prior to April 10, 1983, upon termination from City employment in good standing, shall be paid for unused sick leave in accordance with the following schedule:

10 years of service or less	25% of rate of accrual
Greater than 10 years of service but less than 20 years	45% of rate of accrual
20 years or more	65% of rate of accrual

Upon retirement from City employment, an employee shall be paid for unused sick leave in accordance with the following schedule:

10 years of service or less	50% of rate of accrual
Greater than 10 years of service but less than 20 years	65% of rate of accrual
20 years or more	80% of rate of accrual

Retiring employees may convert accrued sick leave to final vacation leave in accordance with the following schedule; provided, however, no more than ninety-six (96) hours of such accrued sick leave may be converted to final vacation leave:

10 years of service or less	.5 days vacation leave for eight (8) hrs sick leave
Greater than 10 yrs of service but less than 20 yrs	.65 days vacation leave or eight (8) hrs sick leave
20 years or longer service	.80 days vacation leave for eight (8) hrs sick leave

## ARTICLE 38 – BEREAVEMENT LEAVE

Section 1. Time Off Provision - When there is a death in an employee's immediate family, that employee shall be granted a bereavement leave of a maximum of twenty-four (24) hours in any one (1) calendar year in order to attend the funeral. Bereavement leave will not be charged against sick leave, vacation or holiday time.

Section 2. The employee's immediate family is defined as the employee's spouse, children, parents, sister, brother, parents-in-law, and grandparents.

The term "parents" means biological parents of the employee or any individual who stood in place of a parent, charged factitiously with a parent's rights, duties, and responsibilities.

The term "children" means a biological, adopted or foster child, a step child, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent's rights, duties and responsibilities.

The term spouse means a husband or wife.

Section 3. If in the event there is an additional death of a family member as listed in Section 2, the employee may take up to twenty-four (24) hours leave for each such death, which will be charged against sick time or vacation time, the choice of which will be left to the employee. Use of sick leave for bereavement shall not be considered for purposes of performance evaluation.

Section 4. The City reserves the right to require documentation supporting bereavement leave after the employee returns to work.

## ARTICLE 39 - MILITARY LEAVE

Section 1.0 Employees covered by this Agreement who are commissioned reserve and reserve enlisted personnel in the United States Military, Naval Service, Coast Guard, or members of the Florida State National Guard, shall be entitled to leave of absence without loss of pay in accordance with the provisions of Florida Statutes, Section 115.07. When the entire unit to which the employee is assigned is ordered to active duty beyond seventeen (17) consecutive work days in any one (1) calendar year, the City agrees to pay such leave up to a maximum of ten (10) additional work days.

Section 1.1 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such an order or statement must accompany the formal request for Military Leave which should be made as soon as possible but at least two (2) weeks prior to the date such leave is desired.

## ARTICLE 40 - JURY DUTY

Section 1. A permanent full-time employee shall be granted time off at straight time for reporting to required jury duty upon presentation to the employee's supervisor of satisfactory evidence relating to jury duty and provided the days required for jury duty are the employee's normal workdays or work shifts. In order to be eligible, an employee must report in advance to the immediate supervisor on the prescribed leave form of the need to be absent because of a jury duty requirement.

**Section 2.** Any compensation received by an employee for jury duty shall be retained by the employee, however, a pro rata amount of the jury duty pay received by the employee shall be deducted from the employee's regular pay based upon that portion of the regularly scheduled workday missed by the employee. There shall be no deduction for mileage pay nor for the one (1) hour reporting period provided in Section 3. An employee seeking jury duty leave must substantiate any compensation received for serving on jury duty by submitting a copy of the check(s) received or a copy of the receipt(s) for any cash received.

**Section 3.** If an employee is released from jury duty at least four (4) hours prior to normal quitting time for that workday or work shift, the employee shall be required to report to the work site within one (1) hour after release from jury duty.

#### ARTICLE 41 - COURT APPEARANCES

**Section 1.** Any regular employee who is required to appear as a witness as a result of employment with the City, shall be entitled to the following:

- A. regular pay if called to testify during regularly scheduled work hours;
- B(1) one and one-half (1-1/2) times the employee's rate of pay if called to testify outside the employee's regular hours of work;
- B(2) in such cases, the employee will be permitted to keep any witness fee received;
- B(3) a minimum of two (2) hours at one and one-half the straight time rate.
- C. rates of pay in excess of straight time referred to in B(1) and B(3) shall be computed in accordance with the FLSA requirements, if applicable. Otherwise, the rate of pay shall refer to the employee's straight time base rate.

**Section 2.**

A. A regular employee subpoenaed to appear as a witness in a case not involving the City and not directly related to the employee's personal affairs (such as performing a civic duty as a witness to a crime or an accident), will be allowed City time off with pay for this purpose.

B. In such cases, the employee will keep the witness fee received and a copy of the check or cash payment will be submitted to the City Treasurer for deduction from the employee's regular pay. Travel expenses received for such cases are not subject to deduction.

C. The obligations of this Section shall not apply to an employee testifying in any labor relations matters, arbitration, unfair labor practice or arbitration proceedings or testifying in any proceeding on behalf of the Union except as provided in Article 19, Grievance Procedure.

**Section 3.** Time off to respond to a subpoena to appear as a witness in a case related to an employee's personal affairs will be at the employee's own expense (vacation or unpaid leave). Such leave shall not be denied.

**Section 4.** An employee who has been instructed to remain available for court appearance on standby shall be paid as provided in Article 49, Standby Pay.

#### ARTICLE 42 - DONATION OF ACCRUED SICK/VACATION LEAVE

**Section 1.0** It shall be the policy of the City to permit other employees the opportunity of donation accrued leave time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time, and when the employee has exhausted all accrued sick/vacation leave.

**Section 1.1** Extraordinary circumstances shall be defined as, but not limited to, lengthy hospitalization, critical illness, or injury.

**Section 2.** The department head must submit a request in writing for permission to solicit donations of accrued leave from departmental personnel. Such request shall require the approval of the Personnel Director. In reviewing such requests, consideration shall be given to the designated employee's previous leave history, as well as the nature of illness or injury. Such written requests shall include employee's name, reasons for requesting such donations of accrued leave, and approximate duration of absence, if known.

**Section 3.0** Upon approval of such request, the department timekeeper will obtain a supply of Form J-180 (Application for Donation of Sick/Vacation Leave) from the Personnel Records Specialist, Personnel Division, and shall distribute these forms to employees willing to donate accrued leave time. The donation must be made as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of his/her paid leave time.

**Section 3.1** As forms are completed by the donors, the department timekeeper will forward such forms to the Personnel Records Specialist, who will time and date stamp each form in the order it is received. Donated time will be credited to the absent employee in the order in which the forms are received. In the event of excess donations received but not used due to employee's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided and the time returned to the donating employees. Donated time returned to a donor shall be reflected in the sick leave balance on the donor's pay stub as soon as possible.

**Section 3.2** Bargaining Unit members may receive donated vacation leave for use as family sick leave because of illness in the immediate family. The total amount of family sick leave (including the employee's own leave and donated leave) shall not exceed ten (10) working days in any calendar year.

**Section 4.0** Donated time will be converted to a dollar value based on the current rate of pay of each donor for hours donated and on the rate of pay of each donee for hours utilized. The rate of pay used for each donor will be that in effect at the time Form J-180 is signed.

**Section 4.1** Time donated for this purpose will not be considered during the donor's performance rating period, nor will it affect a donor's right to convert sick leave to vacation leave or cash payment, as established in this Agreement.

**Section 5.0** The Personnel Records Specialist shall notify the department timekeeper when donated time is nearly exhausted, and that department shall have the responsibility of requesting additional donated time, if desired.

**Section 5.1** The department timekeeper will immediately notify the Personnel Records Specialist by phone of the employee's return to work or of any major change in the employee's physical condition.

#### **ARTICLE 43 - LEAVE WITHOUT PAY**

**Section 1.1** An employee may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness, disability, education, or assistance to family due to health, or other good and sufficient reason which are considered to be in the best interest of the City. Such leave shall require the prior approval of the department head, the Personnel Director, and the City Manager. A Department Head with the approval of the Personnel Director may grant an employee leave without pay for a period not to exceed fifteen (15) working days in one (1) calendar year.

Section 1.2 Acceptance of any employment outside of City service shall be sufficient reason for disapproval of a request for a leave of absence without pay. Any leave of absence without pay may subsequently be withdrawn and the employee recalled to work should the conditions under which the leave was granted no longer exist or have been violated.

Section 1.3 Up to six (6) employees at any one time may request a leave of absence without pay not to exceed five (5) working days to attend conventions, workshops or other Union functions. Such leave shall require the prior approval of the department head. Individual requests for such leaves must be submitted no less than five (5) working days prior to the effective date of the leave. Such leaves shall not be unreasonably denied.

Section 2. The parties recognize that employees covered by this Agreement are subject to the provisions of the Family and Medical Leave Act of 1993, and nothing in this Agreement shall be construed to be contrary to the provisions of that Act. The parties also recognize that nothing shall preclude them from negotiating a benefit more generous than that provided by the Family and Medical Leave Act of 1993.

#### ARTICLE 44 - MATERNITY LEAVE

Section 1.1 A pregnant employee will be permitted to work during the full term of her pregnancy but may be required by the City to undergo a medical examination in accordance with the provisions of Section 1.2 of this Article.

Section 1.2 A pregnant employee may be required by the Personnel Director, or by her department head with the approval of the Personnel Director, to undergo one (1) or more medical examinations to determine her physical fitness to continue to perform the work in which employed. Such medical examinations shall be paid for by the employer.

Determination of physical fitness will be by a physician or physicians designated by the Personnel Director.

Section 2.1 Accrued sick leave will be authorized by reason of pregnancy or complications arising out of pregnancy.

Section 3.1 An employee covered under this Agreement may be granted a maternity leave of absence without pay for a period not to exceed one (1) year. However, upon request, an employee will be granted a leave of absence not to exceed ninety (90) calendar days. Maternity leave shall only be for periods during which the employee is disabled due to pregnancy or complications arising out of pregnancy. Such leave shall require the prior approval of the department head, the Personnel Director, and the City Manager. Maternity leave shall not be authorized for periods of child rearing.

Section 4.1 An employee on sick leave or maternity leave without pay by reason of pregnancy or conditions arising out of pregnancy may be required by the Personnel Director, or the department head with approval of the Personnel Director, to submit a certificate signed by a physician stating whether she is physically fit to return to the work of the position in which employed. The Personnel Director may require further determination of physical fitness by a physician or physicians designated by the Personnel Director. Such additional medical examinations shall be at no expense to the employee. An employee returning to work after such leave shall maintain seniority or other benefits as provided in this Agreement.

Section 5.1 Disabilities caused or contributed to by pregnancy will be treated in the same manner as other temporary disabilities as provided for in this Agreement. Sick leave and leave without pay shall be granted on the same basis as for other disabilities. The starting date of such leave will be determined by the request of the employee and the written certification of the inability to perform required duties by the employee's personal physician. The Personnel Director may require her determination of physical fitness

by a physician or physicians designated by the Personnel Director. Such additional medical examination shall be at no expense to the employee.

Section 6.1 An employee working during the term of her pregnancy will not be denied the benefit of any personnel decision such as promotion, voluntary transfer, or selection for training, which would have been made; however, promotion or transfer to positions with different physical demands may be conditioned upon prior written approval of the employee's personal physician or physician designated by the Personnel Director or both.

Section 7.1 In the event there is a difference of opinion between the physician designated by the City and the employee's physician, both physicians shall confer and thereafter the opinion of the employee's physician shall prevail.

Section 7.2 In all cases requiring a report from the City's physician, such report shall be available within two (2) weeks from the date of examination. A copy of such a report shall be made available to the employee by the Personnel Director upon request.

#### ARTICLE 45 - RATES OF PAY

Section 1. On the effective date of this Agreement, each employee shall be paid at the basic rate of pay specified for the step in the employee's Pay Range, except that any employee whose pay rate on that date was above the maximum rate for the Pay Range shall not be reduced.

Section 2. An employee's pay rate will be increased approximately two and one-half percent (2.5%), five percent (5%), or seven and one-half percent (7.5%) based upon an overall performance of satisfactory, above satisfactory, or outstanding, in accordance with Pay Steps A through L upon recommendation of the department head and with approval of the City Manager. An employee whose overall performance rating is marginal or unsatisfactory shall receive no merit increase at that time, but may be rated again in three (3) months. While increases within the appropriate pay range for unusual or meritorious service may be granted without regard to limitation of time, progression from one step to a higher step shall normally be considered at twelve (12) month intervals. An employee's anniversary date for the purpose of eligibility for merit increase shall be the effective date of the employee's most recent merit adjustment.

Section 3. Upon promotion, an employee's pay rate shall be adjusted effective on the date of promotion to either the lowest step in the new pay range or that step of the new pay range which is closest to a five percent (5%) increase in pay, whichever is greater. The effective date of the promotion shall become the employee's new anniversary date for merit increase consideration.

Section 4. When a position is reallocated downward, an incumbent employee shall continue to receive the rate of pay in effect immediately prior to the downward allocation until the rate of pay of the incumbent is within the range of pay for the new job class. No employee's pay will be reduced because of a downward reallocation of any position.

Section 5.1 Trainees - When the City has been unable to recruit qualified applicants, or when it is determined to be in the best interest of the City, the Personnel Director may authorize that permanent positions be filled by the appointment of persons as trainees.

For each job classification in which a trainee is employed, the Personnel Director shall designate the required length of the training period and other qualifications or requirements which a trainee must satisfactorily complete or possess before being eligible for permanent appointment, including, but not limited to, formal education, licenses, and various certifications.

An employees hired after August 1, 1986, who is hired as a trainee or who has not completed the probationary period shall have the status of probationary employee during the period of training until the employee successfully completes all of the requirements of the job for which the employee was being trained.

The starting salary for a trainee shall be five percent (5%) less than the minimum pay (Step A) provided for the classification for which an original employee is in training. The starting salary of a trainee who has completed the probationary period in another classification shall not be less than the minimum pay (Step A) provided for the class for which the employee is in training and will continue to receive the same group hospitalization insurance coverage, sick leave, vacation, longevity pay (if any), and pension as provided at the time the employee became a trainee.

A trainee will be eligible for within range salary increases in accordance with Article 45, Section 2, "Rates of Pay", of this Article based on the date of employment or the anniversary date of the employee's most recent merit adjustment.

A new employee who is hired as a trainee or a current employee who has not completed the probationary period who successfully completes the qualifying requirements and examination (if any) shall receive a permanent appointment in the classification for which the employee is training and will be assigned an employment anniversary date which shall date back to the original date of employment in a permanent position. All examinations by the City will be given within sixty (60) days after successful completion of the job requirements.

A trainee who has the status of probationary employee who fails to qualify for permanent appointment or who receives an unsatisfactory performance rating report may be terminated after reasonable notice. A trainee who has completed an original probationary period who fails to qualify for permanent appointment will be reassigned to a vacancy based on the employee's continuous service and ability to perform the work available. If no such vacancy exists, the employee will be laid off in accordance with the provisions of Article 18, "Layoff/Recall".

Section 5.2 The following shall apply to all Water and Wastewater Treatment Plant Operator Trainees appointed on or after October 1, 1991:

- A. The classifications of Water and Wastewater Treatment Plant Operator Trainee shall be compensated at a rate five percent (5%) less than the minimum pay (Step A) provided for the classification for which the employee is in training.

The classifications of Water and Wastewater Treatment Plan Operator Trainee shall be Bargaining Unit positions.

- B. Water and Wastewater Treatment Plant Operator Trainees shall be appointed by means of examination. The Trainee shall be deemed to have not successfully completed the probationary period upon notification that the employee has failed to obtain the appropriate state license after the third examination attempt or two and one-half (2-1/2) years from the date of hire as a Trainee, whichever comes first. During the probationary period, the City will have the right to dismiss or retain the employee at its sole, non-arbitrable discretion.

- C. In the event the Trainee does not successfully complete the probationary period as provided in "B" above, the employee shall be terminated. The City, at its sole discretion, may elect to offer such an employee a position in an entry level Bargaining Unit vacancy.

in the event the Trainee obtains the required license before the third examination attempt or before two and one-half (2-1/2) years from the date of hire, the Trainee must still complete an original probationary period with the City and shall be considered to be on probation until two

hundred fifty (250) actual workdays on the job or twelve (12) months, whichever is greater, during which time the City will have the right to retain or dismiss the employee at its sole, non-arbitrable discretion.

- D. An employee who has completed an original probationary period in another classification and who fails to successfully complete the required probationary period for a Water or Wastewater Treatment Plant Operator Trainee will be assigned to a vacancy based upon the employee's continuous service and ability to perform the work available. If no such vacancy exists, the employee will be laid off in accordance with the provisions of Article 18, "Layoff/Recall".
- E. Upon proof of possession of a State of Florida Class C Operator's license for a Water or Wastewater Treatment Plant Operator, a Trainee shall be appointed to a Water or Wastewater Treatment Plant Operator I classification beginning the first pay period following proof of possession of such license and shall serve a six (6) month promotional probationary period in that classification.

Section 5.3 Based upon operational needs, the City retains the exclusive right to fill Water and Wastewater Treatment Plant Operator I classifications by means of open competitive examination.

Section 6. Assignment Pay - Assignment pay shall be paid to an employee whose duties and/or working conditions are substantially beyond those normally required in a job classification, but are not of such magnitude to justify reallocation to a different job classification. Job classifications, assignments, and amounts of assignment pay will be as listed in Appendix C.

Section 7. Hazardous Duty Pay - An employee assigned to work which is hazardous, beyond the normal hazards of a job classification, shall be paid one and one-half (1-1/2) times the regular rate of pay only for those hours during which the hazardous duty is performed. Hazardous duty assignments for which this pay is authorized are as follows:

1. working in sewage collection system wet wells, or in direct contact with raw sewage and exposed to gases created by raw sewage;
2. working on or inspecting Public Services Department overhead water storage tanks.

Section 8.1 Effective the first pay period beginning in October, 2000, wage rates shall be increased by two percent (2%) as reflected in Schedule 5, "Pay Range Amounts for Fraternal Order of Police Associates (FOP/FOPA)" as a cost of living adjustment.

Section 8.2 Effective the first pay period beginning in April, 2001, wage rates shall be increased by one percent (1%) as reflected in Schedule 5, "Pay Range Amounts for Florida State Lodge, Fraternal Order of Police, Inc., a/k/a FOP/FOPA" as a cost of living adjustment.

Section 8.3 Effective the first pay period beginning in October, 2001, wage rates shall be increased by three percent (3%) as reflected in Schedule 5, "Pay Range Amounts for Florida State Lodge, Fraternal Order of Police, Inc., a/k/a FOP/FOPA" as a cost of living adjustment.

Section 8.4 Effective the first pay period beginning in October, 2002, wage rates shall be increased by three percent (3%) as reflected in Schedule 5, "Pay Range Amounts for Florida State Lodge, Fraternal Order of Police, Inc., a/k/a FOP/FOPA" as a cost of living adjustment.

Section 9. When computing all pay rates or other forms of compensation, the rate shall be rounded to the nearest whole cent. Amounts .5 cent (\$.005) or above shall be rounded upward to the next whole cent; amounts .49 cent (\$.0049) and below shall be rounded downward to the next whole cent.

In computing any pay rate adjustment, said adjustment will be made first on the hourly rate if applicable. The adjusted hourly rate will then be used to establish a biweekly, monthly, and annual rate.

Section 10. The City will pay work time in increments of one-quarter (1/4) hour: if eight (8) minutes or more of a quarter hour are worked, the whole quarter shall be paid; if less than eight (8) minutes of the quarter hour are worked, no pay is due.

Section 11. The provisions of Appendix F shall apply to the Communication Specialist / Trainee Classification.

Section 12. The provisions of Appendix G shall apply to the Apprentice Maintenance Worker and Utilities Serviceworker Classifications.

Section 13. The City may implement, at its discretion, various gainsharing programs for bargaining unit members. Prior to implementation of any gainsharing program the City will meet and confer with the Union.

#### ARTICLE 46 - COMPREHENSIVE HEALTH CARE

Section 1. All bargaining unit members shall be eligible to participate in the City's comprehensive medical benefit plan that includes vision care, with no payroll deduction. The plan is administered by the Risk Management Division or third party administrator of its choosing.

Section 2. Comprehensive medical care will be provided in accordance with the group medical plan benefit summary provided by the Risk Management Office. A dental plan will be available through payroll deduction to all bargaining unit members who elect to participate.

Section 3. The City reserves the right to change insurance companies or third party administrators as necessary to control costs.

Section 4. In the event the City's costs to maintain comprehensive medical benefits for FOP/FOPA bargaining unit members exceeds an annual premium cost increase of ten percent (10%), the members may elect either a reduced benefit level or a payroll deduction to cover necessary related cost increases. Representatives of the City and the Union will meet quarterly to review and discuss the implementation of the medical benefit plan.

Section 5. In addition to the Section 125 benefit for medical insurance deductions, the City at its discretion may offer additional Section 125 benefits to Bargaining Unit members. Implementation of additional benefits is conditioned upon compliance with Section 125 regulations including, but not limited to, the requirement that any such benefits must be made available to all City employees. The City retains the sole and exclusive right to administer such benefit plan including, but not limited to, the right to develop and revise benefits and procedures.

Section 6.1 For bargaining unit members who retire on or after October 1, 2000, but prior to October 1, 2002, the City will contribute one hundred and fifty dollars (\$150.00) per month for medical insurance benefits to members who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and shall remain constant until the member attains age sixty-five (65) or Medicare eligibility, whichever comes first, at which time all contributions shall cease.

Section 6.2 For bargaining unit members who retire on or after October 1, 2002, the City will contribute two hundred dollars (\$200.00) per month for medical insurance benefits to members who retire under a normal retirement. This contribution shall become effective beginning the month following normal

retirement and shall remain constant until the member attains age sixty-five (65) or Medicare eligibility, whichever comes first, at which time all contributions shall cease.

Section 6.3 This benefit will be mailed by the City to the retiree's home address.

Section 7. During the life of this agreement the City will implement a Post Employment Medical Plan insurance annuity subject to appropriate statutory and regulatory guidelines. The City will contribute \$12 biweekly to every full-time, permanent bargaining unit member hired after the implementation. The provisions of Article 46, Sections 6.1, 6.2, 6.3 will not apply to employees hired after the implementation date.

#### ARTICLE 47 - LONGEVITY PAY

Section 1. Each regular full-time employee hired prior to April 10, 1983, who has served as such continuously for five (5) or more full years, shall receive an annual longevity payment on or before December 1 of each calendar year in accordance with the following schedule:

<u>Total Continuous Service</u>	<u>Annual Longevity Payment</u>
5 through 9 years	2-1/2% of annual salary
10 through 14 years	5% of annual salary
15 through 19 years	7-1/2% of annual salary
20 through 24 years	10% of annual salary
25 or more years	12-1/2% of annual salary

("Annual Salary" as used herein, shall mean the employee's base salary, excluding any benefit payment or extra compensation received.)

Section 1.1 For purposes of computing longevity pay, Workers' Compensation, Social Security, and disability benefits shall not be considered as part of the employee's base salary.

Section 2. Each regular full-time employee hired on or after April 10, 1983, who has served as such continuously for five (5) or more full years, shall receive an annual longevity payment on or before December 1 of each calendar year in accordance with the following schedule:

<u>Total Continuous Service</u>	<u>Annual Longevity Payment</u>
5 through 9 years	\$550
10 through 14 years	\$1,100
15 through 19 years	\$1,650
20 through 24 years	\$2,200
25 or more years	\$2,750

#### ARTICLE 48 - INJURY PAY (I-TIME)

Section 1. An employee who sustains an on-the-job injury and is unable to return to work shall be paid for eight (8) hours for the day on which the injury occurs.

Section 2. If an employee is unable to work due to an on-the job injury, the City will provide the injured employee with regular pay for the first seven (7) calendar days following the day of injury.

Section 3. Following the first seven (7) calendar days after the injury, the injured employee shall receive the appropriate Workers' Compensation and, at the option of the employee, may utilize accrued sick and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary.

Section 4. Commencing on the ninety-first (91st) calendar day following the day of injury, the injured employee shall receive disability compensation in accordance with Chapter 20 of the Code of Ordinances of the City of Fort Lauderdale, which amount may be supplemented, at the employee's option, by utilizing accrued sick and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary.

Section 5. The Personnel Director, upon recommendation of the appropriate department head, shall have the authority to approve the reinstatement of accrued sick and/or vacation leave utilized by an injured employee. When an employee is injured because of the negligence of the City, it is agreed that the City will reinstate the sick and/or vacation leave utilized by the injured employee. No reinstatement shall be approved if the injury sustained by the employee occurred through, or as a result of, negligence or willful misconduct of the employee, nor shall reinstatement be approved if the employee, while receiving Workers' Compensation benefits, institutes legal proceedings against the City of Fort Lauderdale in connection with the injury sustained.

#### ARTICLE 49 - STANDBY PAY

Section 1. An employee on standby who is not confined to his/her home or any particular place, but is only required to leave word where the employee may be reached, shall be paid as follows:

- A. During the specified standby hours on any non-duty day, employees shall receive two (2) hours' pay at the straight time rate.
- B. During the specified standby hours on any duty day, employees shall receive one (1) hour's pay at the straight time rate.

Section 2. A "non-duty day" shall be defined as any scheduled day off during a calendar week.

Section 3. A "duty day" shall be defined as any day during which all or a majority of an eight (8) or ten (10) hour shift is worked between the hours of 12:01 a.m. and 12:00 midnight of any given day.

Section 4. An employee who is confined to his/her home or to a fixed place shall receive one and one-half (1-1/2) times the regular rate for time spent on Stand-By.

Section 5. When an employee who is not confined to his/her home or to a fixed place is summoned to return to work during the specified standby hours, standby pay shall not be paid, but the employee shall be paid call back pay as provided in Article 50, "Call Back Pay".

Section 6. If an employee on standby status cannot be reached or fails to report to work as directed, standby pay shall not be paid and the employee shall be subject to appropriate disciplinary action. Such disciplinary action shall be subject to the grievance procedure.

Section 7. The City will attempt to rotate standby duty as equitably as possible amongst those employees within a particular work unit who are capable of performing the required work.

## ARTICLE 50 - CALL BACK PAY

**Section 1.** An employee who is called to return to work after completing his/her scheduled shift and has left the premises of the City shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours.

**Section 2.** An employee called back to work who is on an authorized leave shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours. Such employee shall not be charged leave for any such hours worked.

**Section 3.** The three (3) hour minimum call-in pay provision shall not apply in those instances in which the overtime commences two (2) or fewer hours prior to and runs continuously into the employee's regular shift or commences immediately upon termination and follows on a continuous basis with the employee's regular work shift or when the employee is called back to work to rectify his/her own error or omission. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

## ARTICLE 51 - MODIFICATIONS TO THE RETIREMENT SYSTEM

**Section 1.** The City and the Union acknowledge that the City has enacted Chapter 20, Article IV, Division 2 of the Code of Ordinances of the City of Fort Lauderdale which provides a mandatory retirement system for General Employees; and further acknowledge that this Article is not intended to, in any way, modify any provision of that legislative enactment or to change or increase or diminish the legal rights of the City or any current member of that retirement system.

**Section 2.** The City and the Union acknowledge that the City's mandatory retirement system is administered, supervised and managed by a Board of Trustees accountable as fiduciaries to employee members of the retirement system. The Board of Trustees is not a party to this Agreement. The City and Union, therefore, agree that the terms of the retirement system shall not be incorporated into this Agreement and that no dispute arising from the interpretation or application of the retirement system or any decision of the Board of Trustees shall be subject to the grievance/arbitration provision of this Agreement.

**Section 3.** The City agrees to submit to the City Commission proposed amendments to Chapter 20, Article IV, Division 2 of the Code of Ordinances (General Employees Retirement System) to accomplish the following:

1. Effective October 1, 2000, any increases in benefits resulting from an amendment to the Plan may be granted to retired members and their beneficiaries, upon approval of the City Commission, rather than the Board, provided that (i) the actuarial cost of granting such additional benefits to retired members and their beneficiaries shall be funded by an increase in the contribution rate of the active members of the Plan, and (ii) the consent of the affected Bargaining Unit may be required.
2. Effective November 1, 2000, the accrued service credit rate for Group I Members shall be two and three-quarters per cent (2.75%) per year as applied against the member's average monthly earnings for all years of service for the first twenty-five (25) years and two and one-quarter percent (2.25%) for all years of service in excess of twenty-five (25); provided, however, the maximum benefit accrual permitted shall be ninety percent (90%) of the member's average monthly earnings.

(A) As of the effective date November 1, 2001, of this pension amendment, any Group I Member who had previously accrued in excess of ninety percent (90%), shall be entitled to maintain accruals up to the effective date of the pension amendment, but shall not be permitted to accrue any further service credit after the effective date of the amendment, unless the member elects treatment under subparagraph 2 (B) below. For Group I Members who have achieved maximum service credit accruals, no further employee contributions to the Plan shall be required.

(B) For Group I Members who, on or before December 1, 2000, file a written election on forms promulgated by the Board with both the Office of the General Employees' Retirement System (G.E.R.S.) and the Director of Finance, such members may continue to accrue service credits at the rate of two and one-half percent (2.5%) per year for the first twenty (25) years and two percent (2.0%) per year for each year thereafter and may continue to do so without regard to the ninety (90%) maximum benefit accrual in subparagraph 2(A) above. However, the Group I Members so electing to remain with the pre-amendment accrual rates of 2.5% and 2.0% will still remain subject to the limitations applicable to maximum benefit accruals as provided by general law (e.g. § 112.65, Florida Statutes; § 415, Internal Revenue Code; and any other applicable state or federal laws).

3. Effective November 1, 2000, the Board of Trustees will have the power to equitably apportion disability benefits for a period not to exceed six (6) months for a member who has been awarded, or thereafter will be awarded, a disability benefit and who is returning to work on a graduated basis, provided such equitable apportionment shall never result in the member receiving a combination of disability benefits and earnings which exceeds 100% of the monthly earnings of the member in effect as of the date of his or her disability, as adjusted for cost of living increases.
4. Effective November 1, 2000, any member who delays application to the Board of Trustees for a period of more than six (6) months from the date he or she first suffered or was aware of an injury, disease or disability forming the basis for an application for service incurred or non-service incurred disability benefits shall forfeit rights to disability benefits for that period of delay, but will remain eligible for disability benefits including the period of up six (6) months preceding the date of application. The member's application for disability benefits shall be considered based on the status of the member's injury, disease or disability as of the date of application to the Board of Trustees.
5. Effective November 1, 2000, a member has thirty (30) days to file an administrative appeal to the Board from a denial of a disability, as measured from the time the written notice of denial is rendered. That administrative appeal (second hearing) shall be for a full and fair review of the denial by the Board. In the event the denial is sustained, a member is not precluded from filing a subsequent application for disability benefits upon a substantial change of circumstances. Any award of disability benefits under a subsequent application shall not include benefits for the period that could have been covered under a previously denied application. In the event the Board denies the disability upon the administrative appeal, the member has thirty (30) days from the date the written order is rendered to file a judicial appeal by way of a writ of certiorari in circuit court to review the decision of the Board.
6. Effective November 1, 2000, in the event of an overpayment of benefits, the monies owed to the Plan shall be payable at Fort Lauderdale, Broward County, Florida, within thirty (30) days of the date of overpayment, and, if the Board resorts to litigation to collect the overpayment, proper venue for the collection of overpayments shall be in Broward County, Florida, and, if the Board is the prevailing party in such litigation, it shall be entitled to an award of attorneys' fees together with interest at the highest lawful rate on the amount of the overpayment during the period that amount is outstanding.

7. Effective October 1, 2001, the Normal Retirement Date for Group I Members shall be fifty-five (55) years of age or thirty (30) years of service, whichever shall first occur.
8. Effective November 1, 2001, the accrued service credit rate for Group I Members, shall be three percent (3%) per year as applied against the member's average monthly earnings for all years of service for the first twenty-five (25) years and two and one-half percent (2.5%) for all years of service in excess of twenty-five (25); provided, however, the maximum benefit accrual permitted for such Group I Member shall be ninety percent (90%) of such member's average monthly earnings.
9. Effective November 1, 2001, Group I Members and Group II Members shall be eligible for a thirty-six (36) month Deferred Retirement Option Plan (DROP), commencing upon their Normal Retirement Date. For each month delay in entering the DROP, the 36-month DROP Period shall be correspondingly reduced. DROP Accounts shall accrue DROP Earnings during the DROP Period. DROP Earnings shall be computed at simple interest at the actuarially assumed rate of return for the Fund. At the end of the DROP Period, the DROP shall no longer accrue DROP Earnings.
  - (A) For those members who (i) first attain their Normal Retirement Date on or before October 1, 2001, (ii) elect to commence DROP by filing forms no later than February 1, 2002, and (iii) commence DROP Retirement no later than April 1, 2002, there shall be no proportionate reduction on the thirty-six (36) month maximum period of participation.
10. Effective October 1, 2002, (i) any employee eligible for membership in the General Employees Retirement System hired on or after October 1, 2002 and (ii) any Group I Member who terminates membership in the General Employees Retirement System ("eligible employee"), seeking and receiving refund of all contributions at the applicable rate of interest, may elect to participate in a City sponsored Defined Contribution Plan in lieu of participating in the General Employees Retirement System. Participation for such eligible employees in either the General Employees Retirement System or the City sponsored Defined Contribution Plan is mandatory. The City will contribute 9% of the eligible employee's earnings to the Defined Contribution Plan. An eligible employee may not participate in both General Employees Retirement System and the City sponsored Defined Contribution Plan.
11. Under Chapters 175 and 185, Florida Statutes, the City of Fort Lauderdale Police and Firefighters' Retirement System receives state premium tax revenues to provide "extra benefits" under that Retirement System. Under state law, the term "extra benefits" for Police and Firefighters means benefits in addition to or greater than those provided to general employees of the municipality. If, as a result of implementing any of the foregoing amendments to the General Employees Retirement System, it is actuarially determined in accordance with state standards that the benefits received by either Police or Firefighters under the City of Fort Lauderdale Police and Firefighters' Retirement System are no longer "extra benefits" within the context of Chapters 175 and 185, Florida Statutes, then the employees' contribution rate to the General Employees Retirement System shall be raised an additional one-quarter percent (.25%), from 6.0% to 6.25%. The increase in employees' contributions shall be retroactive to the event by which the Police or Firefighters were no longer receiving "extra benefits" within the context of Chapters 175 and 185, Florida Statutes. If, thereafter, the Police or Firefighter benefits increase so that they are receiving "extra benefits" beyond those of general employees, without the additional one-quarter percent (.25%) increase in general employee contributions, then the 6.25% contribution rate shall be adjusted back to the 6.0% contribution rate.
12. Effective November 1, 2000, a member who receives an injury which is determined by a medical board to be a medically substantiated service-connected injury, disease or disability, which injury, disease or disability totally incapacitates him, physically or mentally, from regular and continuous

duty as an Employee shall, upon the approval of the Board, received, commencing on the ninety-first day of disability, in equal monthly installments, an amount equal to sixty-five percent (65%) of Earnings in effect at the date of disability. The disability benefit amount payable shall be reduced, to the extent permitted by law, by any amounts paid or payable by reason of workers' compensation so that the total benefit from said sources shall not exceed sixty-five percent (65%) of average weekly wage.

#### ARTICLE 52 - TUITION PAYMENT PLAN

Payment of tuition by the City of Fort Lauderdale for approved educational or training programs will be in conformance with the following:

- A. The City of Fort Lauderdale will, upon approval of the appropriate department head and the City Personnel Director, pay the tuition of regular employees for eligible educational, vocational, technical, or adult training programs. An eligible program is one that, in the judgment of the Personnel Director and the appropriate department head, is directly related to the employee's current position or to a related higher position and which will improve present job performance or prepare the employee for promotion. To qualify for a tuition refund, prior written approval must be obtained from the department head and the Personnel Director before any class work is undertaken.
- B. Eligible regular employees will be entitled to a refund of tuition upon the successful completion of each approved course, based upon the following scale:

Grade	Refund
A	100%
B	75%
C	50%
D or below	None

For an educational program, a refund shall be paid for a maximum total of 24 semester hours or 36 quarter hours in any calendar year. For a vocational, technical, or adult training program, a refund shall be paid for a maximum total of 288 classroom hours in any calendar year. If no letter grade is given by the school, either formally or informally, the refund will be based on 75% of the tuition cost for the course; however, the Personnel Director shall endeavor to secure from the institution or instructor an informal letter grade if no formal letter grading system is used. For an educational program, the refund shall be based upon and shall not exceed the established credit hour rate of tuition for regular courses/programs as charged by Florida public universities and colleges. Tuition costs for accelerated, executive, or weekend degree programs, even if taken at public university or college, will be reimbursed at the regular credit hour rate, however, this provision does not apply to any employee enrolled in a current accelerated, executive, or weekend degree program prior to May 5, 2000. For a vocational, technical, or adult training program, the refund shall be based upon and shall not exceed the established rate of tuition as charged by the School Board of Broward County, Division of Vocational, Technical and Adult Education. Established rates of tuition shall be those in effect at the time the course is undertaken, regardless of the fact that the employee may be attending a private institution.

- C. If an employee terminates or is terminated from employment with the City within two (2) years after receiving tuition refund for any university or college courses; or vocational, technical or adult training programs, then the amount of tuition refund shall be immediately repaid by the employee to the City. Should an employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the refund amount from any salary or wages due to the employee from the City.

- D. Any regular employee who is approved for attendance in any eligible educational, vocational, technical, or adult training program must pay tuition costs directly to and be accepted for enrollment by an accredited educational institution. No reimbursement will be made for textbooks, lab fees, or any other expenses. An accredited institution is defined as an institution accredited by one of the accrediting agencies or associations recognized by the U.S. Secretary of Education. Other accrediting bodies may be considered and approved on an individual basis by the Personnel Director. For vocational, technical, or adult education training programs, a printed outline of the course work required must be provided by the school. No course work shall be performed during working hours unless the employee's department head approves use of authorized leave with pay for this purpose.
- E. Within thirty (30) days of the completion of approved course work, the employee shall present the original transcript notification, a Certificate of Satisfactory Completion or both to the Personnel Division in order to be eligible for any tuition refund.

#### ARTICLE 53 - LEGAL BENEFIT

Section 1. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Office of the City Attorney within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.<sup>(1)</sup>

Section 2. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the Office of the City Attorney, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope of his/her employment, even if the Complainant also alleges in the alternative that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. However, in those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose or actions exhibiting wanton and willful disregard of human rights, safety or property, the employee shall be notified that he/she must provide his/her own defense at his/her own expense, and the City shall not be required to either continue or undertake the defense of the employee.

Section 3. In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 768.28(5), Florida Statutes, as amended.

Section 4. At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his/her own expense, may, with the permission of the City, hire counsel of his/her choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 3 of this Article.

Section 5. The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee.

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<sup>(1)</sup> 768.28, Florida Statutes

## ARTICLE 54 - SHIFT DIFFERENTIAL

Section 1. A list of specific classifications covered by shift differential will be found in Appendix D.

Section 2. Employees working in positions listed in Appendix D who are regularly assigned to night shift and/or weekend work shall be compensated at five percent (5%) above the existing pay range for their job classifications.

Section 3. Employees working in positions listed in Appendix D who are regularly assigned to work schedules involving only one (1) day of a weekend (Saturday or Sunday) shall be compensated at two and one-half percent (2.5%) above the existing pay range for their job classification.

Section 4. The above mentioned shift differential pays shall not be cumulative (i.e., no pyramiding). If both Sections 1 and 2 apply simultaneously, the employee shall receive the higher of the two.

Section 5. An employee shall be considered to be working a "night shift" when half or more of the hours worked occur between 6:00 p.m. and 6:00 a.m. on a regularly scheduled basis.

Section 6. An employee shall be considered to be working weekend days when half or more of the hours worked on a shift occur on a Saturday or Sunday on a regularly scheduled basis.

Section 7. An employee is considered to be working a night shift or weekend shift only when the employee's regular schedule for a workweek calls for night and/or weekend work. Work on a night shift and/or weekends of an occasional nature does not qualify for shift differential pay.

Section 8. Employees working in positions listed in Appendix D who are on regularly rotating shifts shall be eligible for shift differential when regularly scheduled to work on a "night shift" or on a Saturday and/or Sunday.

Section 9. Effective October 1, 1995, employees who were receiving shift differential of either five percent (5%) or two and one-half (2.5%) as of September 30, 1995, shall continue to receive shift differential in a flat dollar amount equal to the percentage amount they were receiving on September 30, 1995. Shift differential for such employees shall be capped at such flat dollar amount, provided that such employee continues to meet the conditions for such shift differential as defined in this Article.

The provisions of this Section shall also apply to employees who were assigned to rotating shifts as of September 30, 1995, but were not eligible for shift differential at that time due to temporary assignment to day shift and/or weekdays.

[E.g. An employee who is receiving shift differential of five percent (5%) as of September 30, 1995, and whose biweekly salary is one thousand dollars (\$1,000.00) shall continue to receive shift differential at the flat rate of fifty dollars (\$50.00) biweekly ( $\$1,000 \times .05 = \$50$ ) as long as he continues to be eligible for such shift differential. If that same employee gets a pay increase on or after October 1, 1995, and his/her biweekly salary is increased to one thousand five hundred dollars (\$1,500.00), the shift differential will not change, and the employee will continue to receive shift differential at the flat rate of fifty dollars (\$50.00) biweekly.]

Section 10. Effective October 1, 1995, all Bargaining Unit employees who are assigned to afternoon or night shift as defined in Section 11 of this Article shall be eligible for shift differential as follows, unless they receive shift differential in accordance with Section 9 of this Article:

Afternoon Shift	\$15.00 biweekly
Night Shift	\$25.00 biweekly

**Section 11.0** Effective October 1, 1995, an employee who is eligible for shift differential as described in Section 10, shall be considered to be working an afternoon shift when half (1/2) or more of his/her regularly scheduled workday occurs between the hours of 3:00 p.m. and 11:00 p.m. An employee who is eligible for shift differential as described in Section 10 of this Article shall be considered to be working night shift when half (1/2) or more of his/her regularly scheduled workday occurs between the hours of 11:00 p.m. and 7:00 a.m. In the event an employee's regularly scheduled workday is split evenly between the afternoon and night shift, such employee shall receive only the shift differential pay for night shift.

**Section 11.1** An employee shall be considered to be working an afternoon or night shift only when the employee's regular schedule for a workweek calls for afternoon or night shift work. Work on an afternoon or night shift of an occasional nature does not qualify for shift differential pay.

**Section 11.2** Employees who are on regularly rotating shifts shall be eligible for shift differential when regularly scheduled to work on an afternoon or night shift.

### ARTICLE 55 - PERFORMANCE RATING REVIEW

**Section 1.** An employee who objects to a performance rating because the employee believes that the rater was prejudiced may have such rating reviewed by the rating and review authority generally within two (2) weeks after the employee requests such review. If, after such review, the employee still believes the rater was prejudiced, the employee may appeal the rating to a Rating Review Committee, as provided in Section 2.

**Section 2.** An employee who, after the review provided in Section 1, wishes to appeal shall submit a written request to the Personnel Director within seven (7) days following the review by the rating and review authorities. After determining that the review provided in Section 1 has been held, the Personnel Director shall appoint a Rating Review Committee to determine if the employee's rating was based on a prejudiced consideration by the rater rather than on the performance of the employee. The Rating Review Committee shall consist of:

- A. the employee's department head or designee, unless the Department Head was the rater's supervisor, in which case another Department Head familiar with the class of work performed by the appealing employee shall be appointed;
- B. the Personnel Director or designee;
- C. an employee selected by the appealing employee, who shall be selected from the same classification as that of the appealing employee. In the event there are no other employees of the same classification, the Personnel Director shall designate related classifications of employees from which the employee may select.

**Section 3.** The Personnel Director will act as chairperson of the Rating Review Committee or shall appoint a chairperson in the event of absence. A written statement indicating which part of the Performance Rating Report the employee considers to be prejudiced must accompany the request for review. The employee's appeal shall be promptly considered by the Rating Committee in the order of its filing. The employee and the employee's rater and rater's supervisor shall be present during the review of the employee's appeal. Proceedings shall be informal, orderly and pertain to the presentation of information and evidence relating to the employee's belief of prejudiced consideration of the rater during the period the rating evaluation covers.

**Section 4.** Employees who have observed the employee's performance for a considerable amount of time of this period may testify. The Rating Committee shall carefully budget the time of all employees

appearing before it so that the operations of the department will not be disrupted. The appealing employee may also submit a written statement to the Board for inclusion in the records.

Section 5. The Committee shall decide whether or not the rater was prejudiced and shall render a written decision within two (2) days following conclusion of the hearing.

Section 6. Supervisors shall rate employees based upon the criteria contained within the Employee Performance Rating System Supervisor's Handbook. In evaluating attendance, the supervisor shall consider the cause, duration and frequency of absences due to medical reasons.

Section 7. The employee shall be provided with a copy of the completed evaluation form.

Section 8. The employee may choose to be accompanied by an authorized Union representative.

Section 9. After the committee renders its decision, if the employee still feels that the rater was prejudiced, the Union, at the request of the employee, may appeal the decision of the Committee directly to arbitration in accordance with Article 20, Arbitration.

Section 10. The Performance Rating Review System for bargaining unit members will be referred to the CALM Steering Committee for review.

Provisions of Section 10 shall only apply to the recommendation(s) made by the CALM Committee and shall not otherwise impact the existing rights of either party. The City Manager and the Union must mutually agree upon the implementation of any changes recommended by the Committee.

#### ARTICLE 56 - VEHICLE ALLOWANCE

Section 1. An employee appointed on or after January 18, 1991, to the Bargaining Unit classification of Code Compliance Officer who is not assigned a City vehicle and is required, as a condition of employment to utilize his/her personal vehicle for conducting City business, shall be eligible for a lump sum vehicle allowance of two hundred fifty dollars (\$250.00) a month. An employee receiving the monthly vehicle allowance shall not be eligible to receive mileage allowance.

Section 2. In order to receive the monthly vehicle allowance, the eligible employee must meet the following conditions:

- A. The allowance is in consideration for all vehicle expenses incurred by the employee, including, but no limited to, gasoline, maintenance, repairs, insurance, etc. This includes repairs or replacement needed because of an accident even if the accident takes place while the employee is driving the vehicle in carrying out his/her duties as an employee of the City.
- B. The employee must have actually worked at least three-quarters (3/4) of the workdays in that month. In no event shall vehicle allowance be prorated.
- C. The employee must provide proof of possession of a valid State of Florida driver's license and a certificate of insurance evidencing that automobile liability insurance for bodily injury in the amount of \$100,000/\$300,000 and property damage in the amount of \$50,000 has been purchased. The employee must comply with all other statutory insurance requirements.

The employee must notify his/her supervisor before canceling vehicle insurance coverage, and immediately upon suspension or revocation of a valid State of Florida driver's license or insurance coverage, notify his/her supervisor of such action.

- D. The employee is prohibited from utilizing City vehicles as a driver or passenger within the tri-county area except when it is determined by the City that it is more economical to utilize the employee's supervisor's vehicle, e.g. several City employees attending the same function.
- E. Carrying of non-employee passengers during City work hours is permitted only if it is in the furtherance of City business and it is related to the job activities of the City employee driver.
- F. Unless authorized by the supervisor, the employee is prohibited from driving directly from his/her home to the inspection site at the start of shift or from the inspection site to his/her home at the end of shift.
- G. Notwithstanding any contrary provisions of this Article, the City's Policy and Standards Manual Section 8. 1.1 shall apply for vehicles that are not the property of the City.

#### ARTICLE 57 - ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement.

Section 2. The parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. Notwithstanding the above, the parties recognize the obligation to negotiate regarding any contemplated change which will significantly affect a term or condition of employment not contained in this Agreement.

#### ARTICLE 58 - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon ratification and shall remain in full force and effect until the 30th day of September, 2003, It shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing, no later than March 1, 2003, or by March 1 of any year thereafter, of an intention to negotiate a successor Agreement. In the event such notice is given, the party serving such notice shall submit its proposals in writing ten (10) days prior to the start of negotiations but no later than March 15, 2003, or by March 15 of any year thereafter. In the event such notice is given, negotiations shall begin no later than April 1, 2003, or by April 1 of any year thereafter. At that initial meeting, the party submitting such proposals shall provide an explanation and justification for any change sought. Within fifteen (15) days of such meeting, the other party shall submit its proposals in writing. Subsequent negotiations shall be limited to the issues raised by either party.

If no agreement has been reached within sixty (60) days after bargaining begins, either party may declare that an impasse has occurred. In that event, both parties, acting jointly, shall seek the appointment of a Mediator from the Office of Federal Mediation and Conciliation Service, who shall, within ten (10) days, attempt to assist in the resolution of the impasse.

If the impasse is not resolved within fifteen (15) days after the appointment of such Mediator, the Articles on which tentative agreement by the parties have not been reached shall be submitted to a Special Master selected by the parties from a panel of five (5) persons, who are qualified to serve, provided by the Public Employees Relations Commission. The parties shall select the Special Master by each alternatively

striking a name from the panel list until one (1) name remains, or another special master on PERC's list mutually selected by the parties. The party striking first shall be determined by a toss of the coin. The expenses of the Special Master shall be shared equally by the parties.

The above time periods may be extended by mutual agreement as long as such extension does not conflict with the Public Employees Relations Act or rulings of its commission.

#### ARTICLE 59 - SAVINGS CLAUSE

Section 1. If any article or section of this Agreement should be determined by the City to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other articles and sections of this Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s).

Section 2. In the event of such determination, the City agrees to notify the Union of its intent to implement such change within thirty (30) days of such notice. The Union shall have the right to appeal such determination within thirty (30) days of such notice to the appropriate court. During the time of such appeal, the City will effect no change in the contract until such appeal has been resolved by the appropriate court within the State or Federal Judicial System.

Section 3. In the event of invalidation of any article or section, the parties agree to meet within thirty (30) days of such determination for the purpose of negotiating a replacement for such article or section.



APPENDIX A - GENERAL EMPLOYEES' BARGAINING UNIT

The following represents an alphabetical listing of Bargaining Unit represented job classifications and indicates the pay range amount class code and the types and weights of examination activities to be utilized in establishing Promotional Employment Lists. As part of the examination process, a medical examination is included for all classifications. Further, a polygraph examination may be required for designated positions and classifications. The City agrees that prior to modifying any item in the "Type of Examination" (including weights) for a promotional position, it will meet and confer with the Union. When new or revised classifications are created, the City will notify the Union of the types and weights of the examination activities established for the classification.

TYPE OF EXAMINATION

Classification	Pay Range	Class Code	Exam or Non-Exam	Written	Interview	T & E	Performance
Accident Investigator I	33	412	Non-Exam				
Accident Investigator II	42	413	Exam		100%		
Accounting Clerk	32	018	Exam	100%			
Administrative Aide	40	112	Exam	50%	50%		
Air Conditioning Technician	46	339	Exam			100%	
Airport Operations Aide	41	443	Exam		100%		
Apprentice Maintenance Worker	19	256	Non-Exam				
Ball Field Groundskeeper	31	277	Non-Exam				
Beach Lifeguard	35	700	Non-Exam*				Pass/Fail
Building Inspector	51	482	Exam		60%	40%	
Building Inspector II	53	487	Non-Exam				
Carpenter I	39	336	Exam			100%	
Carpenter II	46	337	Exam			100%	
Clerk I	26	004	Non-Exam*				
Clerk II	29	006	Exam	100%			
Clerk III	36	008	Exam		60%	40%	
Clerk Typist I	26	014	Exam	50%			50%
Clerk Typist II	30	016	Exam	50%			50%
Code Compliance Officer	42	485	Exam		100%		
Communications Specialist	39	656	Non-Exam				
Communications Specialist Trainee	38	655	Exam	50%	50%		

\*An entry-level classification exempt from the posting requirements contained in Article 25, Section A, Non-Exam Classifications.



APPENDIX A (continued)

Classification	Pay Range	Class Code	Exam or Non-Exam	Written	Interview	T&E	Performance
Computer Operator I	34	075	Exam	100%			
Computer Operator II	39	076	Exam	Qualifying	100%		
Construction Review Specialist	46	808	Exam		60%	40%	
Construction Worker I	34	557	Non-Exam*				
Construction Worker II	40	558	Non-Exam			100%	
Construction Worker III	47	559	Exam				
Copy Center/Mail Technician	31	030	Non-Exam*				
Crime Analyst	42	599	Exam		100%	Pass/Fail	
Custodian I	21	257	Non-Exam*				
Custodian II	23	258	Non-Exam				
Customer Service Field Representative	36	242	Exam	50%	50%		
Customer Service Representative I	31	011	Exam	100%			
Customer Service Representative II	34	013	Exam	100%			
Data Control Clerk	35	044	Exam	100%			
Detention Officer	D1	613	Exam	25%	75%		
Diesel Technician	45	375	Exam			100%	
Dockmaster	42	731	Exam		100%		
Economic Development Program Aide	40	802	Exam		100%		
Electrical Assistant	38	345	Exam		50%		50%
Electrical Helper	35	346	Exam	100%			
Electrical Inspector	50	488	Exam		60%	40%	
Electrical Inspector II	53	489	Non-Exam				
Electrician	46	344	Exam	100%			
Electro Technician	46	250	Exam	100%			
Electronic Parking Meter Mechanic	36	299	Exam			100%	
Electronics/Instrument Technician	42	251	Exam	100%			
Engineering Aide I	30	502	Non-Exam*				
Engineering Aide II	35	504	Exam	100%			
Engineering Assistant	41	503	Exam		100%		
Engineering Inspector I	47	520	Exam		60%	40%	
Engineering Inspector II	50	521	Non-Exam				

\*An entry-level classification exempt from the posting requirements contained in Article 25, Section A, Non-Exam Classifications.



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APPENDIX A (continued)

Classification	Pay Range	Class Code	Exam or Non-Exam	Written Pass/Fail	Interview	T&E	Performance
Engineering Technician	46	511	Exam	Pass/Fail	50%		50%
Environmental Inspector	46	424	Exam	100%			
Environmental Lab Technician	44	591	Exam	100%			
Fabricator-Welder	45	329	Exam			100%	
Graphic Designer	41	026	Exam			100%	
Haitian Community Relations Specialist	42	618	Exam		100%	Pass/Fail	Pass/Fail
Head Groundskeeper	39	278	Exam	50%		50%	
Heavy Equipment Operator	39	215	Exam				100%
Horticulturist	42	282	Exam				
Housing Rehab Financial Aide	40	809	Exam		100%		
Industrial Electrician	46	347	Exam	100%			
Irrigation Repairperson	40	285	Exam			100%	
Irrigation Technician	46	284	Exam			100%	
Landscape Inspector	43	498	Exam		100%	Pass/Fail	
Latent Fingerprint Examiner	49	604	Exam	100%		Pass/Fail	
License Inspector	40	052	Exam			100%	
Machinist	45	385	Exam			100%	
Mechanical Inspector	50	486	Exam				
Mechanical Inspector II	53	499	Exam		60%	40%	
Messenger	29	029	Non-Exam*				
Meter Reader Coordinator	36	040	Exam				
Meter Reader/Service Worker	32	042	Exam	100%			
Micrographics Technician	27	027	Non-Exam				
Municipal Maintenance Worker I	27	260	Non-Exam				
Municipal Maintenance Worker II	31	261	Non-Exam				
Municipal Maintenance Worker III (Parks/Fac)	34	262	Non-Exam				
Municipal Maintenance Worker III (Pub Scvs)	36	264	Non-Exam				
Municipal Maintenance Worker IV (Parks)	36	263	Non-Exam				
Municipal Maintenance Worker IV (Pub Scvs)	39	265	Non-Exam				

\*An entry-level classification exempt from the posting requirements contained in Article 25, Section A, Non-Exam Classifications.



APPENDIX A (continued)

Classification	Pay Range	Class Code	Exam or Non-Exam	Written	Interview	T&E	Performance
Offset Press Operator	33	031	Exam		100%		
Organized Crime Analyst	42	605	Exam		100%		
Painter (Maintenance)	37	332	Exam			100%	
Park Attendant	21	719	Non-Exam*				
Park Lifeguard	29	736	Non-Exam*				
Park Ranger I	33	713	Exam		100%		
Park Ranger II	37	708	Exam		100%		
Parking Meter Collector	29	301	Non-Exam*				
Parking Meter Mechanic I	32	300	Exam	100%			
Parking Services Officer	32	602	Exam	50%			
Parking Lot Attendant	26	039	Non-Exam*				
Parks Maintenance Coordinator	39	266	Exam		100%		
Pest Control Technician	34	253	Non-Exam				
Photographic Technician	37	611	Exam		100%		
Plumber (Maintenance)	41	340	Exam		100%		
Plumber Inspector	50	494	Exam		60%	40%	
Plumbing Inspector II	53	493	Non-Exam				
Police Aide I	30	608	Exam	50%	50%		
Police Aide II	31	609	Exam	50%	50%		
Police Aide II-Specialist	35	654	Exam	50%	50%		
Police Aide III	40	600	Exam		100%		
Police Forfeiture Coordinator	35	615	Exam	50%	50%		
Police Records Clerk	28	034	Exam	100%			
Pool Equipment Mechanic	40	341	Exam			100%	
Pool Lifeguard I	29	701	Non-Exam*				Pass/Fail
Pool Lifeguard II	33	702	Exam				Pass/Fail
Pool Maintenance Worker	30	335	Exam		100%		
Programmer	40	069	Exam	100%			
Public Safety Aide	34	598	Exam	50%	50%		
Purchasing Assistant	39	128	Exam	50%	50%		
Receptionist	26	038	Non-Exam*				Pass/Fail

\*An entry-level classification exempt from the posting requirements contained in Article 25, Section A, Non-Exam Classifications.



APPENDIX A (continued)

Classification	Pay Range	Class Code	Exam or Non-Exam	Written	Interview	T&E	Performance
Recreation Leader II	22	721	Exam		100%		
Recreation Programmer I	34	724	Exam	100%			
Recreation/Aquatic Programmer	39	720	Exam		100%		
Regional Wastewater Plant Operator II	43	369	Exam		100%		
Secretary I	34	022	Exam	40%	50%		10%
Secretary II	38	005	Exam	40%	60%		Pass/Fail
Security Guard I	25	204	Non-Exam*				
Security Guard II	30	203	Non-Exam*				
Security Guard III	32	205	Non-Exam*				
Senior Accounting Clerk	40	019	Exam	100%			
Senior Customer Service Representative	41	015	Exam	50%		50%	
Senior Electro-Technician	47	252	Exam		100%		
Senior Parking Meter Mechanic	38	302	Exam		100%		
Senior Parking Services Officer	39	622	Exam		100%		
Senior Police Records Clerk	35	037	Exam	100%			
Senior Utilities Customer Service Aide	38	419	Exam	50%	50%		
Service Clerk	34	012	Exam	100%			
Small Equipment Mechanic I	40	304	Exam				100%
Small Equipment Mechanic II	41	305	Exam				100%
Solid Waste Collector	36	223	Non-Exam				
Stable Attendant	30	268	Non-Exam*				
Storekeeper I	30	062	Non-Exam*				
Storekeeper II	34	064	Non-Exam*				
Survey/CADD Technician	51	514	Exam		100%		
Technical Support Coordinator	36	045	Exam		100%		
Telecommunicator I	33	606	Exam	100%			
Telecommunicator II	35	607	Non-Exam				
Telecommunicator III	37	610	Non-Exam				
Telephone Systems Specialist	42	071	Exam		100%		
Utilities Customer Service Aide	34	418	Exam	50%	50%		
Utilities Mechanic I	41	380	Exam	100%			

\*An entry-level classification exempt from the posting requirements contained in Article 25, Section A, Non-Exam Classifications.



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APPENDIX A (continued)

Classification	Pay Range	Class Code	Exam or Non-Exam	Written	Interview	T&E	Performance
Utilities Mechanic II	45	382	Exam	100%			
Utilities Serviceworker	U001	233	Non-Exam				
Utilities Serviceworker III	37	238	Exam		100%		
Utilities Serviceworker IV	40	239	Exam		100%		
Video Production Specialist	41	411	Exam			100%	
Wastewater Treatment Plant Operator I	39	388	Non-Exam				
Wastewater Treatment Plant Operator Trainee	37	384	Exam	100%			
Water Treatment Plant Operator I	39	387	Non-Exam				
Water Treatment Plant Operator II	43	389	Exam		100%		
Water Treatment Plant Operator Trainee	37	383	Exam	100%			
Word Processing Secretary	33	017	Exam	60%			40%
Zoning Inspector	38	480	Exam	50%	50%		

\*An entry-level classification exempt from the posting requirements contained in Article 25, Section A, Non-Exam Classifications.

**Note: Recommend combining Water & Wastewater Plant Operator Trainee positions into one (1) classification / one (1) test.**

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APPENDIX B

CERTIFIED BY POLICE ACADEMY IN  
PARKING ENFORCEMENT SPECIALIST TRAINING

\*Parking Services Officer  
Accident Investigator I  
\*Public Safety Aide

\*Entry Level Classification



Appendix C - Assignment Pay

<b>Job Classification</b>	<b>Assignment</b>	<b>Assignment Pay</b>
485 Building Inspector	Assigned to Code Enforcement Section	\$50.00 biweekly
613 Detention Officer	Assigned as Field Training Officer (FTO)	\$65.00 biweekly
344 Electrician	Assigned to roadway lighting	\$80.00 biweekly
Designated Employees	Assigned to high-time	\$45.00 biweekly
332 Painter (Maintenance)	Assigned lead-worker over a crew of two or more painters	\$35.00 biweekly
494 Plumbing Inspector	Assigned to Code Enforcement Section	\$50.00 biweekly
034 Police Records Clerk	Assigned as Alarm coordinator	\$80.00 biweekly
380 Utilities Mechanic I	Assigned to maintain one-person mechanical refuse vehicles	\$58.00 biweekly
Designated Employees	Asbestos Removal	20% above current rate while performing asbestos removal
Designated Employees	Assigned as tractor trailer driver at Trash Transfer Station	\$50.00 biweekly
Designated Employees	Licensed in herbicides and assigned to perform pest control work	\$35.00 biweekly
Designated Employees – Pipe Crew	Underground Lead	\$225.00 biweekly
Designated Employees – Pipe Crew	Senior Heavy Equipment Operator	\$30.00 biweekly
Designated Employees	Assigned as Communications Training Officer (CTO)	5% biweekly
Designated Employees	Assigned Cabinetry Project	5% biweekly while building cabinets
Designated Employees	Assigned as CDL Tester	2.5% biweekly
Designated Employees	Assigned as Field Training Officer (FTO)	Program criteria and \$\$ to be mutually agreed by City & Union

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APPENDIX D - JOB CLASSES ELIGIBLE FOR SHIFT DIFFERENTIAL

Accounting Clerk  
Clerk I  
Clerk II  
Clerk III  
Clerk Typist I  
Clerk Typist II  
Computer Operator I  
Computer Operator II  
Data Control Clerk  
Engineering Assistant  
Parking Lot Attendant  
Parking Meter Collector  
Park Ranger I  
Park Ranger II  
Police Records Clerk  
Receptionist  
Regional Wastewater Plant Operator II  
Secretary I  
Senior Accounting Clerk  
Senior Police Records Clerk  
Service Clerk  
Storekeeper I  
Wastewater Treatment Plant Operator I  
Wastewater Treatment Plant Operator II  
Water Treatment Plant Operator I  
Water Treatment Plant Operator II  
Word Processing Operator

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**APPENDIX E**  
**SCHEDULE 05 PAY RANGE AMOUNTS**  
**FLORIDA STATE LODGE**  
**FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA**  
**EFFECTIVE 10/1/2020**

PAGE 001

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A019	14539.20	15745.60	16952.00	18179.20	19385.60	20612.80	21819.20					
	1211.60	1312.13	1412.67	1514.93	1615.47	1717.73	1818.27					
	559.20	605.60	652.00	699.20	745.60	792.80	839.20					
	6.99	7.57	8.15	8.74	9.32	9.91	10.49					
A020	1788.00	18345.60	18844.80	19344.00	19864.00	20280.00	20862.40	21382.40	21944.00	22484.80	23046.40	23587.20
	1490.67	1528.80	1570.40	1612.00	1655.33	1690.00	1738.53	1781.87	1828.67	1873.73	1920.53	1965.60
	688.00	705.60	724.80	744.00	764.00	780.00	802.40	822.40	844.00	864.80	886.40	907.20
	8.60	8.82	9.06	9.30	9.55	9.75	10.03	10.28	10.55	10.81	11.08	11.34
L	24169.60											
	2014.13											
	929.60											
	11.62											
A021	18345.60	18844.80	19344.00	19864.00	20280.00	20862.40	21382.40	21944.00	22484.80	23046.40	23587.20	24169.60
	1528.80	1570.40	1612.00	1655.33	1690.00	1738.53	1781.87	1828.67	1873.73	1920.53	1965.60	2014.13
	705.60	724.80	744.00	764.00	780.00	802.40	822.40	844.00	864.80	886.40	907.20	929.60
	8.82	9.06	9.30	9.55	9.75	10.03	10.28	10.55	10.81	11.08	11.34	11.62
L	24814.40											
	2067.87											
	954.40											
	11.93											
A022	18844.80	19344.00	19864.00	20280.00	20862.40	21382.40	21944.00	22484.80	23046.40	23587.20	24169.60	24814.40
	1570.40	1612.00	1655.33	1690.00	1738.53	1781.87	1828.67	1873.73	1920.53	1965.60	2014.13	2067.87
	724.80	744.00	764.00	780.00	802.40	822.40	844.00	864.80	886.40	907.20	929.60	954.40
	9.06	9.30	9.55	9.75	10.03	10.28	10.55	10.81	11.08	11.34	11.62	11.93
L	25376.00											
	2114.67											
	976.00											
	12.20											
A023	19344.00	19864.00	20280.00	20862.40	21382.40	21944.00	22484.80	23046.40	23587.20	24169.60	24814.40	25376.00
	1612.00	1655.33	1690.00	1738.53	1781.87	1828.67	1873.73	1920.53	1965.60	2014.13	2067.87	2114.67
	744.00	764.00	780.00	802.40	822.40	844.00	864.80	886.40	907.20	929.60	954.40	976.00
	9.30	9.55	9.75	10.03	10.28	10.55	10.81	11.08	11.34	11.62	11.93	12.20
L	26020.80											
	2168.40											
	1000.80											
	12.51											

\* BASED ON 40.00 HOURS



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APPENDIX E  
 SCHEDULE 05 PAY RANGE AMOUNTS  
 FLORIDA STATE LODGE  
 FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
 EFFECTIVE 10/01/00

RANGE/STEP	ANNUAL	MONTHLY	BIWIKLY	HOURLY*
A028	29411.20	2450.93	1131.20	14.14
A029	22484.80	1873.73	864.80	10.81
A030	23046.40	1920.53	886.40	11.08
A031	23587.20	1965.60	907.20	11.34
A032	24169.60	2014.13	929.60	11.62
A033	24814.40	2067.87	954.40	11.93
A034	25376.00	2114.67	976.00	12.20
A035	26020.80	2168.40	1000.80	12.51
A036	26644.80	2220.40	1024.80	12.81
A037	27372.80	2281.07	1052.80	13.16
A038	28017.60	2334.80	1077.60	13.47
A039	28745.60	2395.47	1105.60	13.82
A040	29411.20	2450.93	1131.20	14.14
A041	30160.00	2513.33	1160.00	14.50
A042	30929.60	2577.47	1189.60	14.87
A043	31720.00	2643.33	1220.00	15.25

RANGE/STEP	ANNUAL	MONTHLY	BIWIKLY	HOURLY*
A028	29411.20	2450.93	1131.20	14.14
A029	22484.80	1873.73	864.80	10.81
A030	23046.40	1920.53	886.40	11.08
A031	23587.20	1965.60	907.20	11.34
A032	24169.60	2014.13	929.60	11.62
A033	24814.40	2067.87	954.40	11.93
A034	25376.00	2114.67	976.00	12.20
A035	26020.80	2168.40	1000.80	12.51
A036	26644.80	2220.40	1024.80	12.81
A037	27372.80	2281.07	1052.80	13.16
A038	28017.60	2334.80	1077.60	13.47
A039	28745.60	2395.47	1105.60	13.82
A040	29411.20	2450.93	1131.20	14.14
A041	30160.00	2513.33	1160.00	14.50
A042	30929.60	2577.47	1189.60	14.87
A043	31720.00	2643.33	1220.00	15.25

RANGE/STEP	ANNUAL	MONTHLY	BIWIKLY	HOURLY*
A028	29411.20	2450.93	1131.20	14.14
A029	22484.80	1873.73	864.80	10.81
A030	23046.40	1920.53	886.40	11.08
A031	23587.20	1965.60	907.20	11.34
A032	24169.60	2014.13	929.60	11.62
A033	24814.40	2067.87	954.40	11.93
A034	25376.00	2114.67	976.00	12.20
A035	26020.80	2168.40	1000.80	12.51
A036	26644.80	2220.40	1024.80	12.81
A037	27372.80	2281.07	1052.80	13.16
A038	28017.60	2334.80	1077.60	13.47
A039	28745.60	2395.47	1105.60	13.82
A040	29411.20	2450.93	1131.20	14.14
A041	30160.00	2513.33	1160.00	14.50
A042	30929.60	2577.47	1189.60	14.87
A043	31720.00	2643.33	1220.00	15.25

\* BASED ON 40.00 HOURS





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**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/01/00**

PAGE 005

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A037												
L												
	36836.80											
	3069.73											
	1416.80											
	17.71											
A038												
aa	28017.60	28745.60	29411.20	30160.00	30929.60	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80
	2334.80	2395.47	2450.93	2513.33	2577.47	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73
	1077.60	1105.60	1131.20	1160.00	1189.60	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80
	13.47	13.82	14.14	14.50	14.87	15.25	15.64	16.02	16.41	16.83	17.26	17.71
L												
	37731.20											
	3144.27											
	1451.20											
	18.14											
A039												
aa	28745.60	29411.20	30160.00	30929.60	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20
	2395.47	2450.93	2513.33	2577.47	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27
	1105.60	1131.20	1160.00	1189.60	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20
	13.82	14.14	14.50	14.87	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14
L												
	38688.00											
	3224.00											
	1488.00											
	18.60											
A040												
aa	29411.20	30160.00	30929.60	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00
	2450.93	2513.33	2577.47	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00
	1131.20	1160.00	1189.60	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00
	14.14	14.50	14.87	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14	18.60
L												
	39582.40											
	3298.53											
	1522.40											
	19.03											
A041												
aa	30160.00	30929.60	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40
	2513.33	2577.47	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53
	1160.00	1189.60	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40
	14.50	14.87	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14	18.60	19.03
L												
	40539.20											
	3378.27											
	1559.20											
	19.49											

\* BASED ON 40.00 HOURS



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2023

**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/01/00**

RANGE/STEP	A042										A043										A044										A045										A046																		
	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K				
L																																																											
41558.40																																																											
3463.20																																																											
1598.40																																																											
19.98																																																											
aa																																																											
30929.60	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	31720.00	32531.20	33321.60	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40
2577.47	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	2643.33	2710.93	2776.80	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20
1189.60	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1640.00	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1640.00	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1640.00	1220.00	1251.20	1281.60	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1640.00
14.87	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	15.25	15.64	16.02	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50
L																																																											
44782.40																																																											
3731.87																																																											
1722.40																																																											
21.53																																																											
aa																																																											
34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	34132.80	35006.40	35900.80	36836.80	37731.20	38688.00	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40
2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	2844.40	2917.20	2991.73	3069.73	3144.27	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87
1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1598.40	1680.80	1722.40	1722.40	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1598.40	1680.80	1722.40	1722.40	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1598.40	1680.80	1722.40	1722.40	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1598.40	1680.80	1722.40	1722.40	1312.80	1346.40	1380.80	1416.80	1451.20	1488.00	1522.40	1559.20	1598.40	1680.80	1722.40	1722.40
16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	21.01	21.53	21.53	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	21.01	21.53	21.53	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	21.01	21.53	21.53	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	21.01	21.53	21.53	16.41	16.83	17.26	17.71	18.14	18.60	19.03	19.49	20.50	21.01	21.53	21.53

\* BASED ON 40.00 HOURS



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**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/01/00**

RANGE/STEP	A051											A052											A053											A054											A055										
	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K
L	38688.00	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	45884.80	47049.60	48276.80	49420.80	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	45884.80	47049.60	48276.80	49420.80	50668.80	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	45884.80	47049.60	48276.80	49420.80	50668.80	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	45884.80	47049.60	48276.80	49420.80	50668.80	39582.40	40539.20	41558.40	42640.00	43700.80	44782.40	45884.80	47049.60	48276.80	49420.80	50668.80
aa	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	3823.73	3920.80	4023.07	4118.40	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	3823.73	3920.80	4023.07	4118.40	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	3823.73	3920.80	4023.07	4118.40	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	3823.73	3920.80	4023.07	4118.40	3224.00	3298.53	3378.27	3463.20	3553.33	3641.73	3731.87	3823.73	3920.80	4023.07	4118.40
L	1488.00	1522.40	1559.20	1598.40	1640.00	1680.80	1722.40	1764.80	1809.60	1856.80	1900.80	1488.00	1522.40	1559.20	1598.40	1640.00	1680.80	1722.40	1764.80	1809.60	1856.80	1900.80	1488.00	1522.40	1559.20	1598.40	1640.00	1680.80	1722.40	1764.80	1809.60	1856.80	1900.80	1488.00	1522.40	1559.20	1598.40	1640.00	1680.80	1722.40	1764.80	1809.60	1856.80	1900.80	1488.00	1522.40	1559.20	1598.40	1640.00	1680.80	1722.40	1764.80	1809.60	1856.80	1900.80
aa	18.60	19.03	19.49	19.98	20.50	21.01	21.53	22.06	22.62	23.21	23.76	18.60	19.03	19.49	19.98	20.50	21.01	21.53	22.06	22.62	23.21	23.76	18.60	19.03	19.49	19.98	20.50	21.01	21.53	22.06	22.62	23.21	23.76	18.60	19.03	19.49	19.98	20.50	21.01	21.53	22.06	22.62	23.21	23.76	18.60	19.03	19.49	19.98	20.50	21.01	21.53	22.06	22.62	23.21	23.76
L	51916.80	53268.80	54579.20	55952.00	57368.80	58830.40	60338.40	61862.40	63433.60	65052.80	66721.60	51916.80	53268.80	54579.20	55952.00	57368.80	58830.40	60338.40	61862.40	63433.60	65052.80	66721.60	51916.80	53268.80	54579.20	55952.00	57368.80	58830.40	60338.40	61862.40	63433.60	65052.80	66721.60	51916.80	53268.80	54579.20	55952.00	57368.80	58830.40	60338.40	61862.40	63433.60	65052.80	66721.60	51916.80	53268.80	54579.20	55952.00	57368.80	58830.40	60338.40	61862.40	63433.60	65052.80	66721.60
aa	4326.40	4439.07	4548.27	4662.67	4782.40	4908.00	5034.40	5161.60	5290.40	5420.80	5552.80	4326.40	4439.07	4548.27	4662.67	4782.40	4908.00	5034.40	5161.60	5290.40	5420.80	5552.80	4326.40	4439.07	4548.27	4662.67	4782.40	4908.00	5034.40	5161.60	5290.40	5420.80	5552.80	4326.40	4439.07	4548.27	4662.67	4782.40	4908.00	5034.40	5161.60	5290.40	5420.80	5552.80	4326.40	4439.07	4548.27	4662.67	4782.40	4908.00	5034.40	5161.60	5290.40	5420.80	5552.80
L	1996.80	2099.20	2152.00	2209.60	2272.80	2341.60	2416.00	2496.00	2581.60	2668.80	2757.60	1996.80	2099.20	2152.00	2209.60	2272.80	2341.60	2416.00	2496.00	2581.60	2668.80	2757.60	1996.80	2099.20	2152.00	2209.60	2272.80	2341.60	2416.00	2496.00	2581.60	2668.80	2757.60	1996.80	2099.20	2152.00	2209.60	2272.80	2341.60	2416.00	2496.00	2581.60	2668.80	2757.60	1996.80	2099.20	2152.00	2209.60	2272.80	2341.60	2416.00	2496.00	2581.60	2668.80	2757.60
aa	24.96	25.61	26.24	26.90	27.56	28.22	28.88	29.54	30.20	30.86	31.52	24.96	25.61	26.24	26.90	27.56	28.22	28.88	29.54	30.20	30.86	31.52	24.96	25.61	26.24	26.90	27.56	28.22	28.88	29.54	30.20	30.86	31.52	24.96	25.61	26.24	26.90	27.56	28.22	28.88	29.54	30.20	30.86	31.52	24.96	25.61	26.24	26.90	27.56	28.22	28.88	29.54	30.20	30.86	31.52

\* BASED ON 40.00 HOURS

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**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/01/00**

U001	aa	bb	cc	dd	ee	ff	gg	A	B	C	D	E	
	21944.00	22484.80	23046.40	23587.20	24189.60	24814.40	25376.00	26020.80	26644.80	27372.80	28017.60	28745.60	ANNUAL
	1828.67	1873.73	1920.53	1965.60	2014.13	2067.87	2114.67	2168.40	2220.40	2281.07	2334.80	2395.47	MONTHLY
	844.00	864.80	886.40	907.20	929.60	954.40	976.00	1000.80	1024.80	1052.80	1077.60	1105.60	BIWKLly
	10.55	10.81	11.08	11.34	11.62	11.93	12.20	12.51	12.81	13.16	13.47	13.82	HOURly*
	F	G	H	I	J	K	L						
	29411.20	30160.00	30929.60	31720.00	32531.20	33321.60	34132.80						ANNUAL
	2450.93	2513.33	2577.47	2643.33	2710.93	2776.80	2844.40						MONTHLY
	1131.20	1160.00	1189.60	1220.00	1251.20	1281.60	1312.80						BIWKLly
	14.14	14.50	14.87	15.25	15.64	16.02	16.41						HOURly*

\*BASED ON 40.00 HOURS.

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**APPENDIX E**  
**SCHEDULE 05 PAY RANGE AMOUNTS**  
**FLORIDA STATE LODGE**  
**FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA**  
**EFFECTIVE 04/01/01**

RANGE/STEP	PAY RANGE AMOUNTS											ANNUAL									
	A	B	C	D	E	F	G	H	I	J	K	MONTHLY	BIWKLY	HOURLY*							
A019	14684.80	15912.00	17118.40	18366.40	19572.80	20820.80	22027.20														
	1223.73	1326.00	1426.53	1530.53	1631.07	1735.07	1835.60														
	564.80	612.00	658.40	706.40	752.80	800.80	847.20														
	7.06	7.65	8.23	8.83	9.41	10.01	10.59														
A020	18075.20	18532.80	19032.00	19531.20	20072.00	20488.00	21070.40	21590.40	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60						
	1506.27	1544.40	1586.00	1627.60	1672.67	1707.33	1755.87	1799.20	1847.73	1892.80	1939.60	1984.67	2034.93	2088.67	2135.47						
	695.20	712.80	732.00	751.20	772.00	788.00	810.40	830.40	852.80	873.60	895.20	916.00	939.20	964.00	985.60						
	8.69	8.91	9.15	9.39	9.65	9.85	10.13	10.38	10.66	10.92	11.19	11.45	11.74	12.05	12.32						
L	24419.20																				
	2034.93																				
	939.20																				
	11.74																				
A021	18532.80	19032.00	19531.20	20072.00	20488.00	21070.40	21590.40	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60							
	1544.40	1586.00	1627.60	1672.67	1707.33	1755.87	1799.20	1847.73	1892.80	1939.60	1984.67	2034.93	2088.67	2135.47							
	712.80	732.00	751.20	772.00	788.00	810.40	830.40	852.80	873.60	895.20	916.00	939.20	964.00	985.60							
	8.91	9.15	9.39	9.65	9.85	10.13	10.38	10.66	10.92	11.19	11.45	11.74	12.05	12.32							
L	25064.00																				
	2088.67																				
	964.00																				
	12.05																				
A022	19032.00	19531.20	20072.00	20488.00	21070.40	21590.40	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60								
	1586.00	1627.60	1672.67	1707.33	1755.87	1799.20	1847.73	1892.80	1939.60	1984.67	2034.93	2088.67	2135.47								
	732.00	751.20	772.00	788.00	810.40	830.40	852.80	873.60	895.20	916.00	939.20	964.00	985.60								
	9.15	9.39	9.65	9.85	10.13	10.38	10.66	10.92	11.19	11.45	11.74	12.05	12.32								
L	25625.60																				
	2135.47																				
	985.60																				
	12.32																				
A023	19531.20	20072.00	20488.00	21070.40	21590.40	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60									
	1627.60	1672.67	1707.33	1755.87	1799.20	1847.73	1892.80	1939.60	1984.67	2034.93	2088.67	2135.47									
	751.20	772.00	788.00	810.40	830.40	852.80	873.60	895.20	916.00	939.20	964.00	985.60									
	9.39	9.65	9.85	10.13	10.38	10.66	10.92	11.19	11.45	11.74	12.05	12.32									
L	26291.20																				
	2190.93																				
	1011.20																				
	12.64																				

\* BASED ON 40.00 HOURS

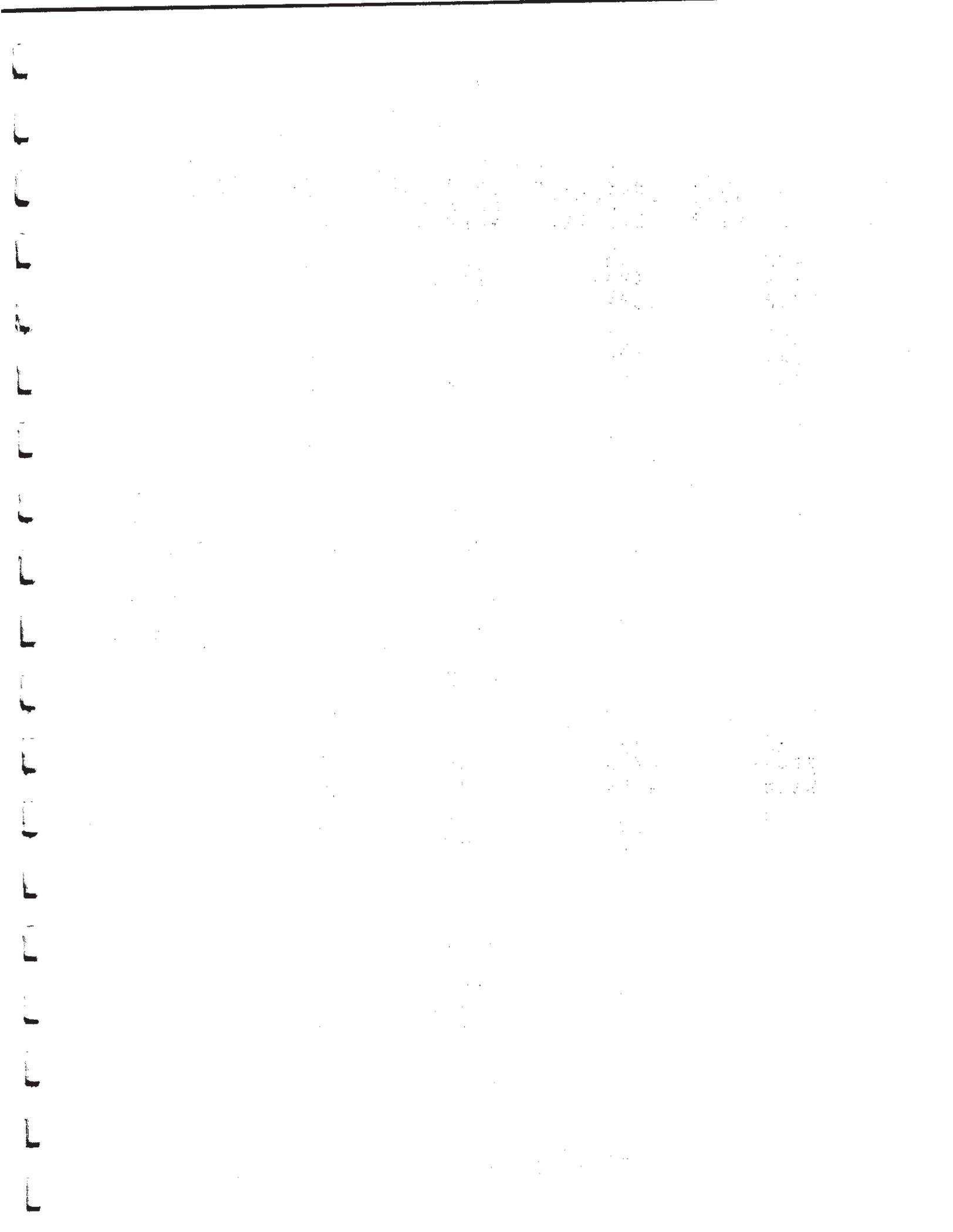


The following information is provided for your reference:  
 The total number of units is 100.  
 The number of units in each category is as follows:  
 Category A: 30 units  
 Category B: 20 units  
 Category C: 15 units  
 Category D: 10 units  
 Category E: 5 units  
 Category F: 5 units  
 Category G: 5 units

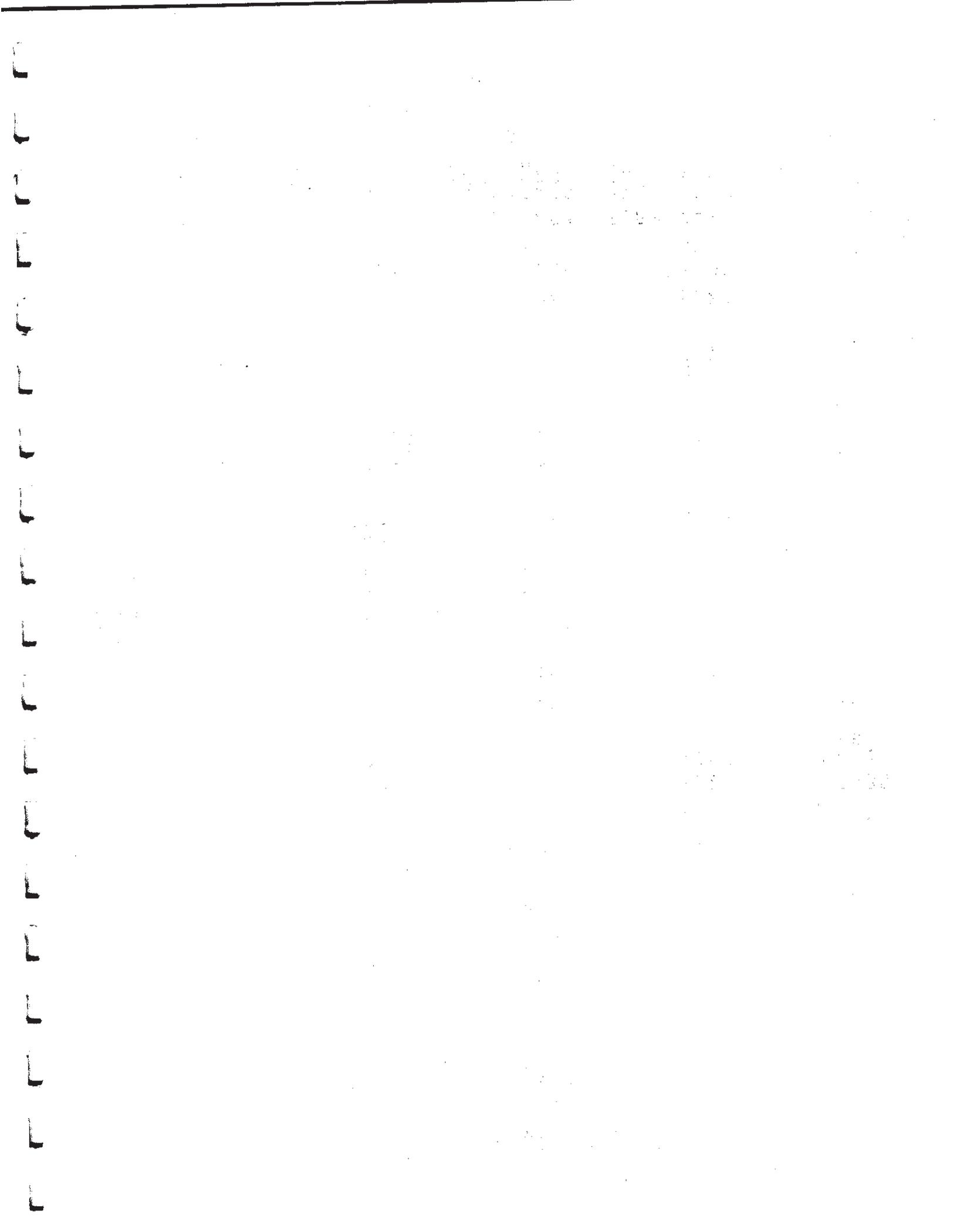
**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 04/01/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A024	20072.00	21070.40	21590.40	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60	26291.20	26291.20
	1672.67	1755.87	1799.20	1847.73	1892.80	1939.60	1984.67	2034.93	2088.67	2135.47	2190.93	2190.93
	772.00	810.40	830.40	852.80	873.60	895.20	916.00	939.20	964.00	985.60	1011.20	1011.20
	9.65	10.13	10.38	10.66	10.92	11.19	11.45	11.74	12.05	12.32	12.64	12.64
L	26915.20											
	2242.93											
	1035.20											
	12.94											
A025	20488.00	21070.40	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60	26291.20	26915.20	26915.20
	1707.33	1755.87	1847.73	1892.80	1939.60	1984.67	2034.93	2088.67	2135.47	2190.93	2242.93	2242.93
	788.00	810.40	852.80	873.60	895.20	916.00	939.20	964.00	985.60	1011.20	1035.20	1035.20
	9.85	10.13	10.38	10.66	10.92	11.19	11.45	11.74	12.05	12.32	12.64	12.94
L	27643.20											
	2303.60											
	1063.20											
	13.29											
A026	21070.40	21590.40	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60	26291.20	26915.20	26915.20
	1755.87	1799.20	1847.73	1892.80	1939.60	1984.67	2034.93	2088.67	2135.47	2190.93	2242.93	2242.93
	810.40	830.40	852.80	873.60	895.20	916.00	939.20	964.00	985.60	1011.20	1035.20	1035.20
	10.13	10.38	10.66	10.92	11.19	11.45	11.74	12.05	12.32	12.64	12.94	13.29
L	28288.00											
	2357.33											
	1088.00											
	13.60											
A027	21590.40	22172.80	23275.20	23816.00	24419.20	25064.00	25625.60	26291.20	26915.20	27643.20	28288.00	28288.00
	1799.20	1847.73	1939.60	1984.67	2034.93	2088.67	2135.47	2190.93	2242.93	2303.60	2357.33	2357.33
	830.40	852.80	895.20	916.00	939.20	964.00	985.60	1011.20	1035.20	1063.20	1088.00	1088.00
	10.38	10.66	11.19	11.45	11.74	12.05	12.32	12.64	12.94	13.29	13.60	13.60
L	29036.80											
	2419.73											
	1116.80											
	13.96											
A028	22172.80	23275.20	23816.00	24419.20	25064.00	25625.60	26291.20	26915.20	27643.20	28288.00	29036.80	29036.80
	1847.73	1892.80	1984.67	2034.93	2088.67	2135.47	2190.93	2242.93	2303.60	2357.33	2419.73	2419.73
	852.80	873.60	916.00	939.20	964.00	985.60	1011.20	1035.20	1063.20	1088.00	1116.80	1116.80
	10.66	10.92	11.45	11.74	12.05	12.32	12.64	12.94	13.29	13.60	13.96	13.96

\* BASED ON 40.00 HOURS



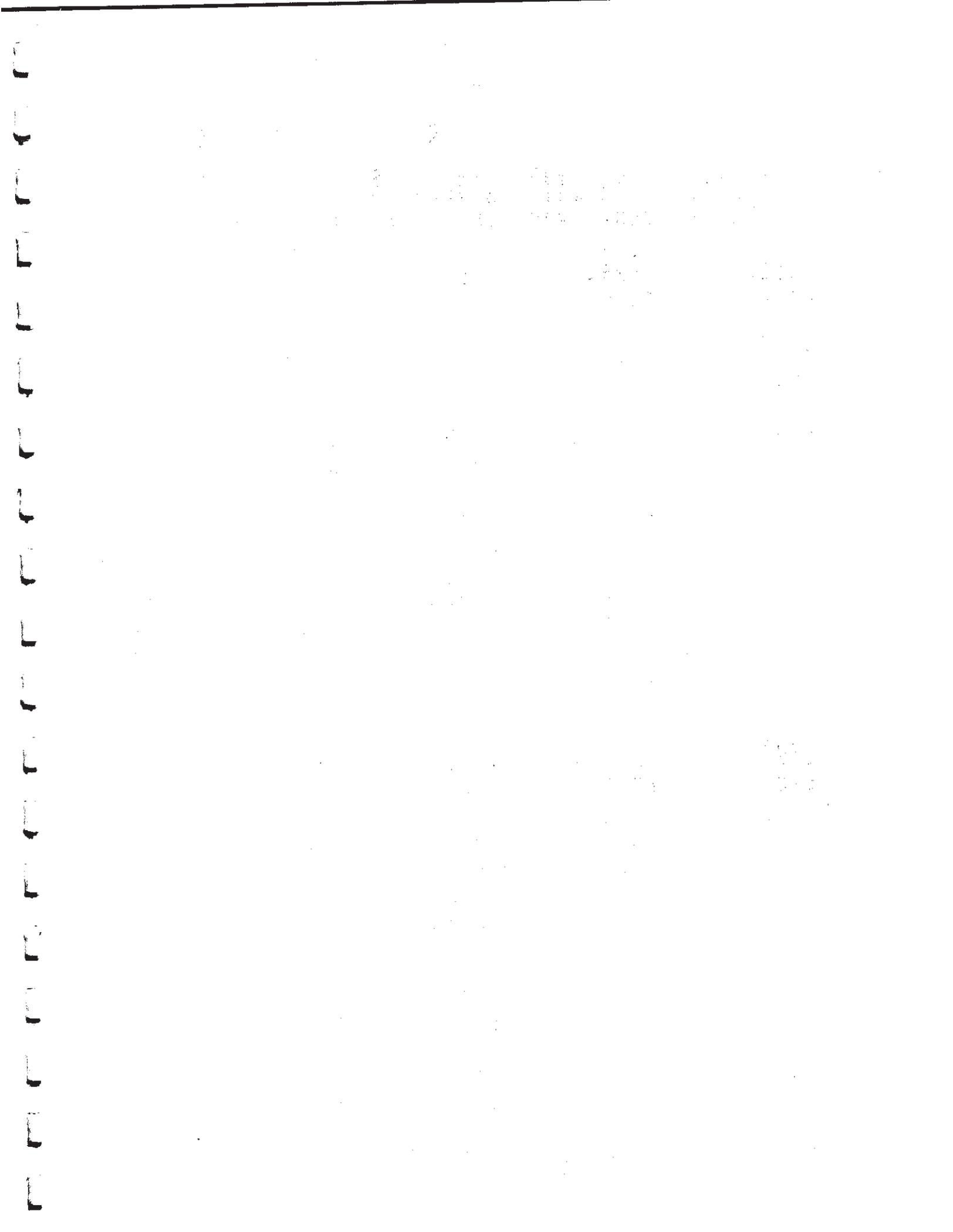




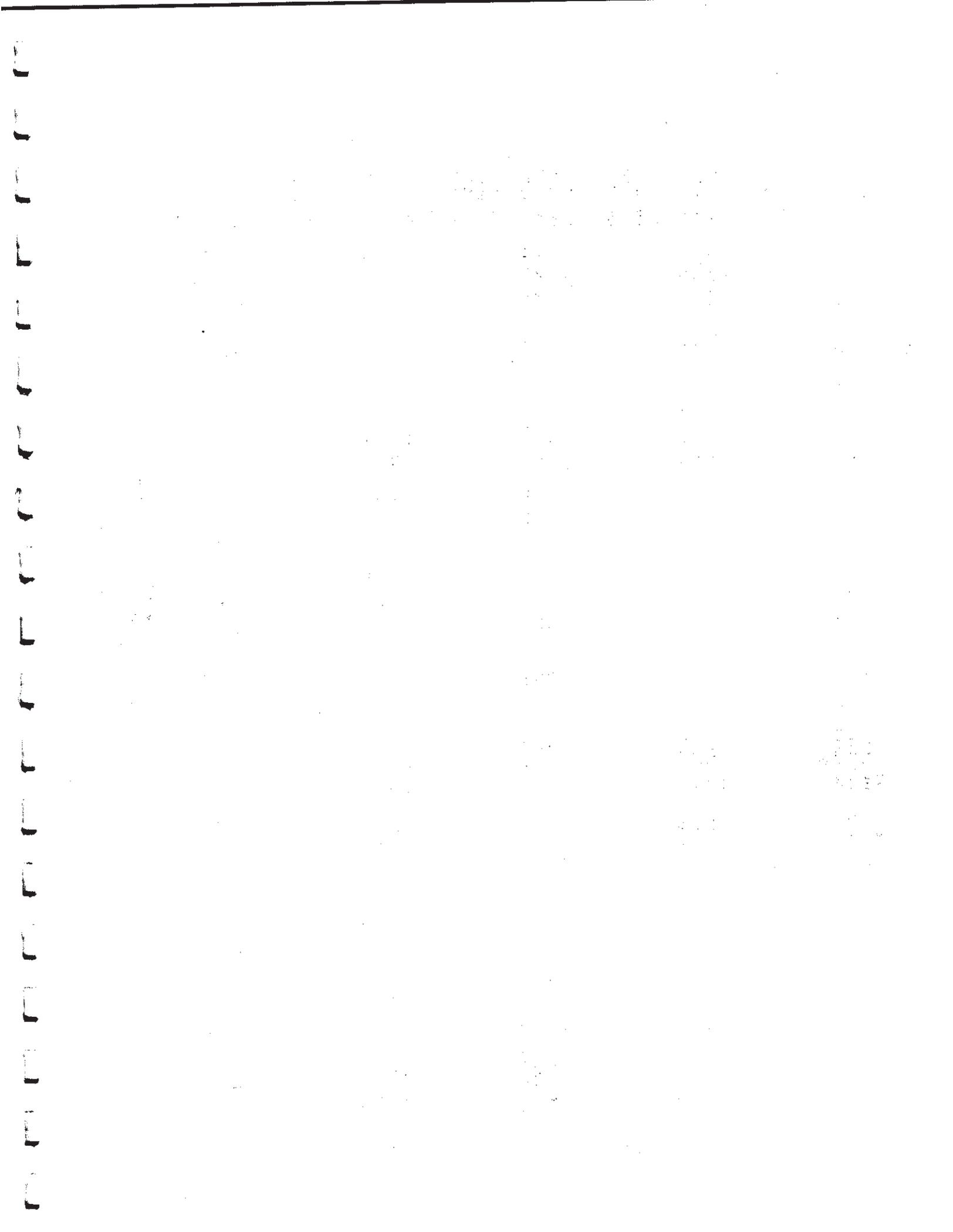
**APPENDIX E**  
**SCHEDULE 05 PAY RANGE AMOUNTS**  
**FLORIDA STATE LODGE**  
**FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA**  
**EFFECTIVE 04/01/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A033	aa	25625.60	26291.20	26915.20	27643.20	28288.00	29036.80	29702.40	30472.00	31241.60	32032.00	32864.00
		2135.47	2190.93	2242.93	2303.60	2357.33	2419.73	2475.20	2539.33	2603.47	2669.33	2738.67
		985.60	1011.20	1035.20	1063.20	1088.00	1116.80	1142.40	1172.00	1201.60	1232.00	1264.00
		12.05	12.64	12.94	13.29	13.60	13.96	14.28	14.65	15.02	15.40	15.80
	L	33654.40										
		2804.53										
		1294.40										
		16.18										
A034	aa	25625.60	26291.20	26915.20	27643.20	28288.00	29036.80	29702.40	30472.00	31241.60	32032.00	32864.00
		2135.47	2190.93	2242.93	2303.60	2357.33	2419.73	2475.20	2539.33	2603.47	2669.33	2738.67
		985.60	1011.20	1035.20	1063.20	1088.00	1116.80	1142.40	1172.00	1201.60	1232.00	1264.00
		12.32	12.64	12.94	13.29	13.60	13.96	14.28	14.65	15.02	15.40	15.80
	L	34465.60										
		2872.13										
		1325.60										
		16.57										
A035	aa	26291.20	26915.20	27643.20	28288.00	29036.80	29702.40	30472.00	31241.60	32032.00	32864.00	33654.40
		2190.93	2242.93	2303.60	2357.33	2419.73	2475.20	2539.33	2603.47	2669.33	2738.67	2804.53
		1011.20	1035.20	1063.20	1088.00	1116.80	1142.40	1172.00	1201.60	1232.00	1264.00	1294.40
		12.64	12.94	13.29	13.60	13.96	14.28	14.65	15.02	15.40	15.80	16.18
	L	34465.60										
		2872.13										
		1325.60										
		16.57										
A036	aa	26915.20	27643.20	28288.00	29036.80	29702.40	30472.00	31241.60	32032.00	32864.00	33654.40	34465.60
		2242.93	2303.60	2357.33	2419.73	2475.20	2539.33	2603.47	2669.33	2738.67	2804.53	2872.13
		1035.20	1063.20	1088.00	1116.80	1142.40	1172.00	1201.60	1232.00	1264.00	1294.40	1325.60
		12.94	13.29	13.60	13.96	14.28	14.65	15.02	15.40	15.80	16.18	16.57
	L	35360.00										
		2946.67										
		1360.00										
		17.00										
A037	aa	27643.20	28288.00	29036.80	29702.40	30472.00	31241.60	32032.00	32864.00	33654.40	34465.60	35360.00
		2303.60	2357.33	2419.73	2475.20	2539.33	2603.47	2669.33	2738.67	2804.53	2872.13	2946.67
		1063.20	1088.00	1116.80	1142.40	1172.00	1201.60	1232.00	1264.00	1294.40	1325.60	1360.00
		13.29	13.60	13.96	14.28	14.65	15.02	15.40	15.80	16.18	16.57	17.00
	L	36254.40										
		3021.20										
		1394.40										
		17.43										

\* BASED ON 40.00 HOURS



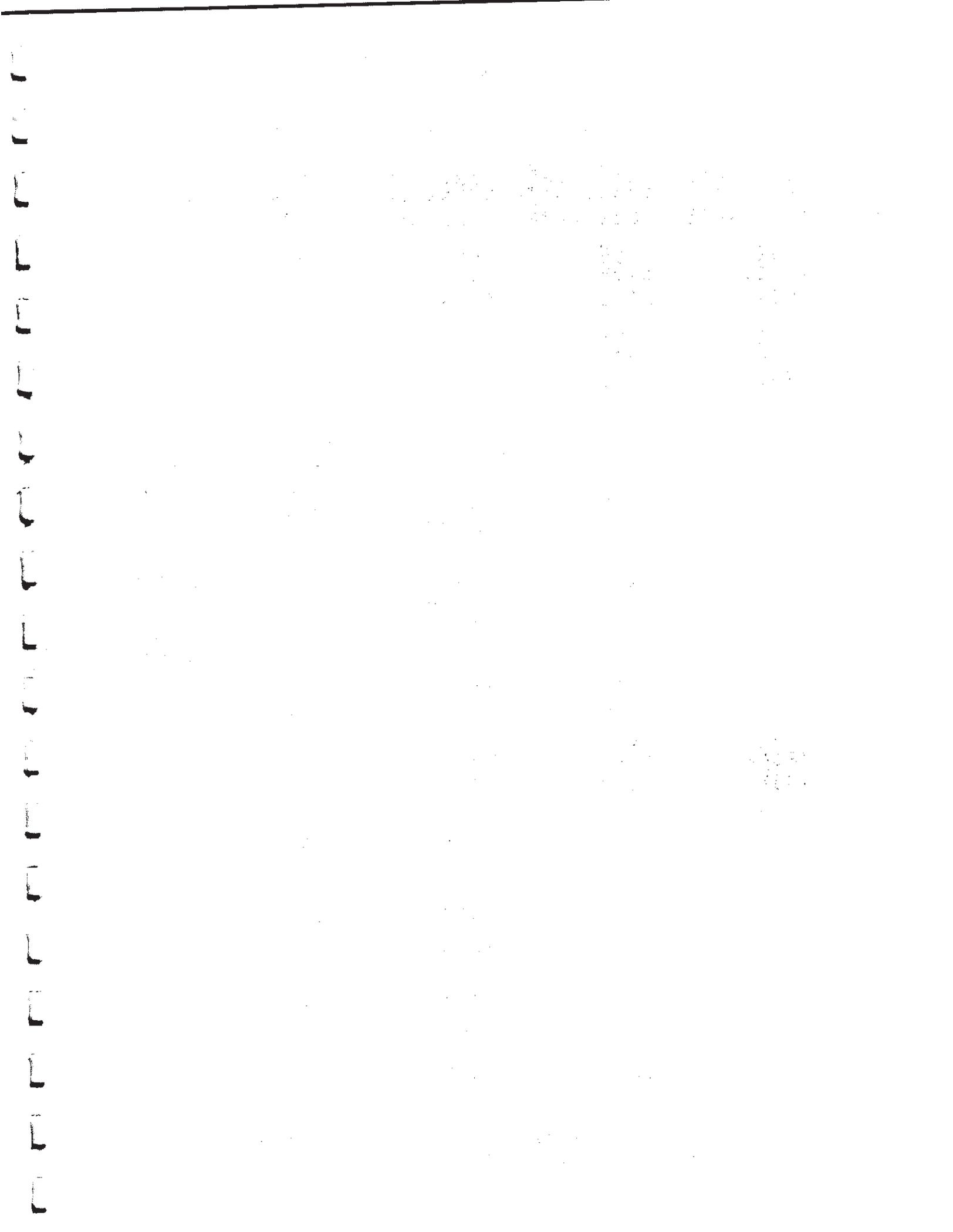




**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 04/01/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A042	31241.60	32032.00	32864.00	33654.40	34465.60	35360.00	36254.40	37211.20	38105.60	39083.20	39977.60	40934.40
aa	2603.47	2669.33	2738.67	2804.53	2872.13	2946.67	3021.20	3100.93	3175.47	3256.93	3331.47	3411.20
	1201.60	1232.00	1264.00	1294.40	1325.60	1360.00	1394.40	1431.20	1465.60	1503.20	1537.60	1574.40
	15.02	15.40	15.80	16.18	16.57	17.00	17.43	17.89	18.32	18.79	19.22	19.68
L	41974.40											
	3497.87											
	1614.40											
	20.18											
A043	32032.00	32864.00	33654.40	34465.60	35360.00	36254.40	37211.20	38105.60	39083.20	39977.60	40934.40	41974.40
aa	2669.33	2738.67	2804.53	2872.13	2946.67	3021.20	3100.93	3175.47	3256.93	3331.47	3411.20	3497.87
	1232.00	1264.00	1294.40	1325.60	1360.00	1394.40	1431.20	1465.60	1503.20	1537.60	1574.40	1614.40
	15.40	15.80	16.18	16.57	17.00	17.43	17.89	18.32	18.79	19.22	19.68	20.18
L	43076.80											
	3589.73											
	1656.80											
	20.71											
A044	32864.00	33654.40	34465.60	35360.00	36254.40	37211.20	38105.60	39083.20	39977.60	40934.40	41974.40	43076.80
aa	2738.67	2804.53	2872.13	2946.67	3021.20	3100.93	3175.47	3256.93	3331.47	3411.20	3497.87	3589.73
	1264.00	1294.40	1325.60	1360.00	1394.40	1431.20	1465.60	1503.20	1537.60	1574.40	1614.40	1656.80
	15.80	16.18	16.57	17.00	17.43	17.89	18.32	18.79	19.22	19.68	20.18	20.71
L	44137.60											
	3678.13											
	1697.60											
	21.22											
A045	33654.40	34465.60	35360.00	36254.40	37211.20	38105.60	39083.20	39977.60	40934.40	41974.40	43076.80	44137.60
aa	2804.53	2872.13	2946.67	3021.20	3100.93	3175.47	3256.93	3331.47	3411.20	3497.87	3589.73	3678.13
	1294.40	1325.60	1360.00	1394.40	1431.20	1465.60	1503.20	1537.60	1574.40	1614.40	1656.80	1697.60
	16.18	16.57	17.00	17.43	17.89	18.32	18.79	19.22	19.68	20.18	20.71	21.22
L	45240.00											
	3770.00											
	1740.00											
	21.75											
A046	34465.60	35360.00	36254.40	37211.20	38105.60	39083.20	39977.60	40934.40	41974.40	43076.80	44137.60	45240.00
aa	2872.13	2946.67	3021.20	3100.93	3175.47	3256.93	3331.47	3411.20	3497.87	3589.73	3678.13	3770.00
	1325.60	1360.00	1394.40	1431.20	1465.60	1503.20	1537.60	1574.40	1614.40	1656.80	1697.60	1740.00
	16.57	17.00	17.43	17.89	18.32	18.79	19.22	19.68	20.18	20.71	21.22	21.75

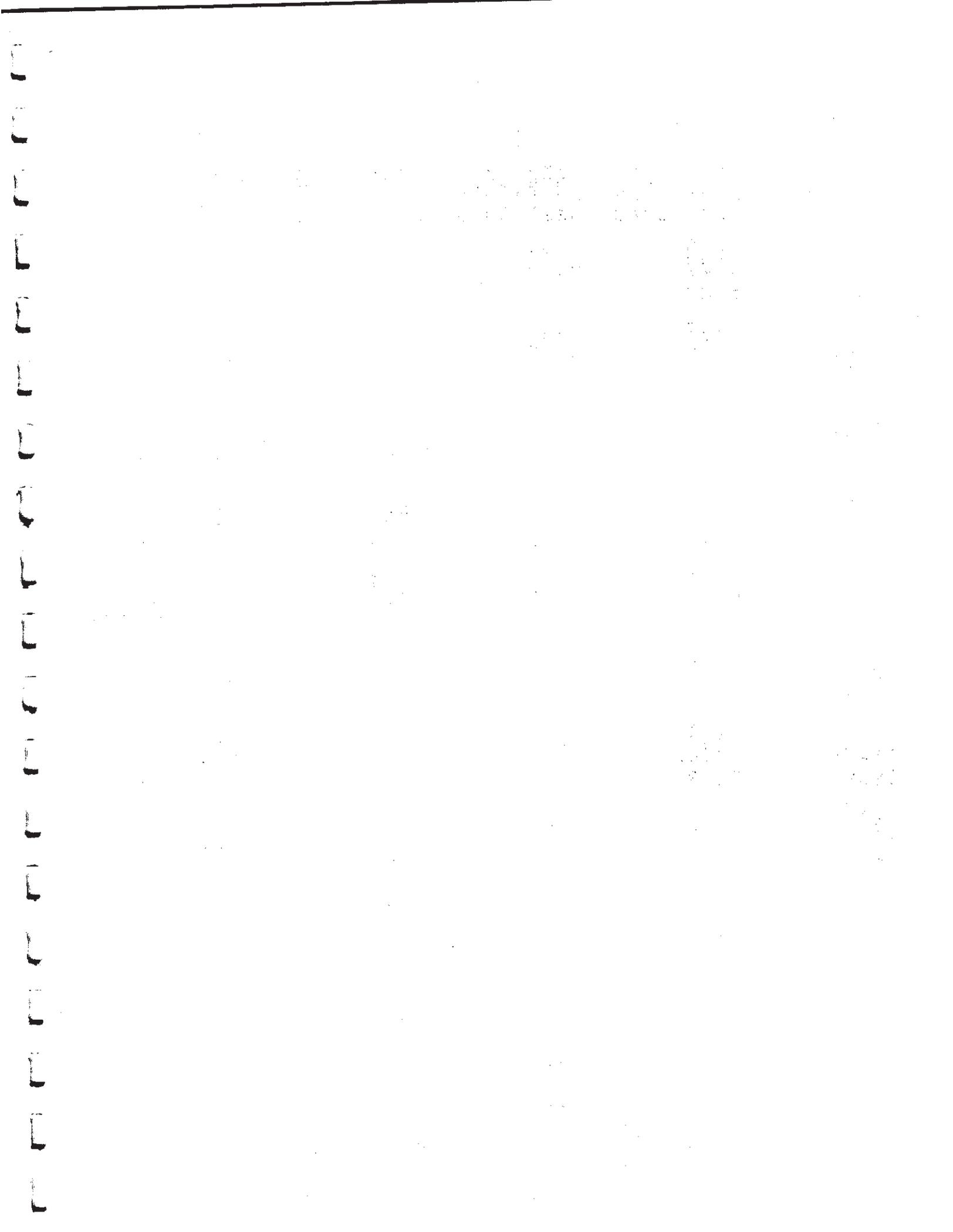
\* BASED ON 40.00 HOURS



APPENDIX E  
 SCHEDULE 05 PAY RANGE AMOUNTS  
 FLORIDA STATE LODGE  
 I FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
 EFFECTIVE 04/01/01

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A046 L	46342.40											
	3861.87											
	1782.40											
	22.28											
A047 aa	35360.00	37211.20	38105.60	39083.20	39977.60	40934.40	41974.40	43076.80	44137.60	45240.00	46342.40	
	2946.67	3021.20	3175.47	3256.93	3331.47	3411.20	3497.87	3589.73	3678.13	3770.00	3861.87	
	1360.00	1394.40	1431.20	1465.60	1503.20	1537.60	1614.40	1656.80	1697.60	1740.00	1782.40	
	17.00	17.43	17.89	18.32	18.79	19.22	20.18	20.71	21.22	21.75	22.28	
L	47528.00											
	3960.67											
	1828.00											
	22.85											
A048 aa	36254.40	37211.20	38105.60	39083.20	39977.60	40934.40	41974.40	43076.80	44137.60	45240.00	46342.40	
	3021.20	3100.93	3175.47	3256.93	3331.47	3411.20	3497.87	3589.73	3678.13	3770.00	3861.87	
	1394.40	1431.20	1465.60	1503.20	1537.60	1574.40	1614.40	1656.80	1697.60	1740.00	1782.40	
	17.43	17.89	18.32	18.79	19.22	19.68	20.18	20.71	21.22	21.75	22.28	
L	48755.20											
	4062.93											
	1875.20											
	23.44											
A049 aa	37211.20	38105.60	39083.20	39977.60	40934.40	41974.40	43076.80	44137.60	45240.00	46342.40	47528.00	
	3100.93	3175.47	3256.93	3331.47	3411.20	3497.87	3589.73	3678.13	3770.00	3861.87	3960.67	
	1431.20	1465.60	1503.20	1537.60	1574.40	1614.40	1656.80	1697.60	1740.00	1782.40	1828.00	
	17.89	18.32	18.79	19.22	19.68	20.18	20.71	21.22	21.75	22.28	22.85	
L	49920.00											
	4160.00											
	1920.00											
	24.00											
A050 aa	38105.60	39083.20	39977.60	40934.40	41974.40	43076.80	44137.60	45240.00	46342.40	47528.00	48755.20	
	3175.47	3256.93	3331.47	3411.20	3497.87	3589.73	3678.13	3770.00	3861.87	3960.67	4062.93	
	1465.60	1503.20	1537.60	1574.40	1614.40	1656.80	1697.60	1740.00	1782.40	1828.00	1875.20	
	18.32	18.79	19.22	19.68	20.18	20.71	21.22	21.75	22.28	22.85	23.44	
L	51168.00											
	4264.00											
	1968.00											
	24.60											

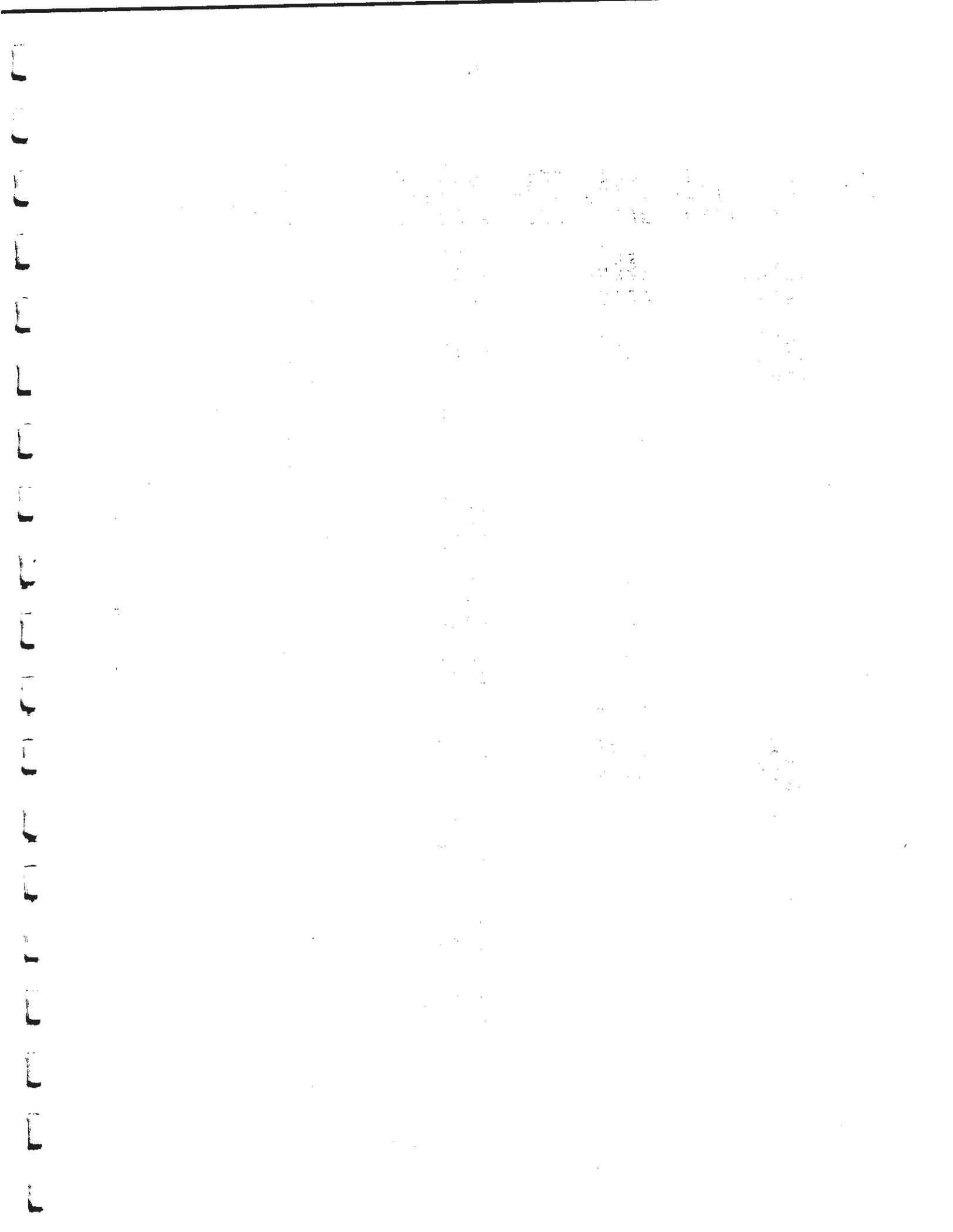
\* BASED ON 40.00 HOURS



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 04/01/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A051	aa	39977.60	40934.40	41974.40	43076.80	44137.60	45240.00	46342.40	47528.00	48755.20	49920.00	51168.00
		3256.93	3331.47	3411.20	3497.87	3589.73	3678.13	3770.00	3861.87	4062.93	4160.00	4264.00
		1503.20	1537.60	1574.40	1614.40	1656.80	1697.60	1740.00	1782.40	1875.20	1920.00	1968.00
		18.79	19.22	19.68	20.18	20.71	21.22	21.75	22.28	23.44	24.00	24.60
	L	52436.80	4369.73	2016.80	25.21							
A052	aa	39977.60	40934.40	41974.40	43076.80	44137.60	45240.00	46342.40	47528.00	48755.20	49920.00	51168.00
		3331.47	3411.20	3497.87	3589.73	3678.13	3770.00	3861.87	4062.93	4160.00	4264.00	4369.73
		1537.60	1574.40	1614.40	1656.80	1697.60	1740.00	1782.40	1875.20	1920.00	1968.00	2016.80
		19.22	19.68	20.18	20.71	21.22	21.75	22.28	23.44	24.00	24.60	25.21
	L	53809.60	4484.13	2069.60	25.87							
A053	aa	40934.40	41974.40	43076.80	44137.60	45240.00	46342.40	47528.00	48755.20	49920.00	51168.00	52436.80
		3411.20	3497.87	3589.73	3678.13	3770.00	3861.87	4062.93	4160.00	4264.00	4369.73	4484.13
		1574.40	1614.40	1656.80	1697.60	1740.00	1782.40	1875.20	1920.00	1968.00	2016.80	2069.60
		19.68	20.18	20.71	21.22	21.75	22.28	23.44	24.00	24.60	25.21	25.87
	L	55120.00	4593.33	2120.00	26.50							
A054	aa	41974.40	43076.80	44137.60	45240.00	46342.40	47528.00	48755.20	49920.00	51168.00	52436.80	53809.60
		3497.87	3589.73	3678.13	3770.00	3861.87	3960.67	4062.93	4264.00	4369.73	4484.13	4593.33
		1614.40	1656.80	1697.60	1740.00	1782.40	1828.00	1875.20	1968.00	2016.80	2069.60	2120.00
		20.18	20.71	21.22	21.75	22.28	22.85	23.44	24.00	25.21	25.87	26.50
	L	56513.60	4709.47	2173.60	27.17							
A055	aa	43076.80	44137.60	45240.00	46342.40	47528.00	48755.20	49920.00	51168.00	52436.80	53809.60	55120.00
		3589.73	3678.13	3770.00	3861.87	3960.67	4062.93	4160.00	4369.73	4484.13	4593.33	4709.47
		1656.80	1697.60	1740.00	1782.40	1828.00	1875.20	1920.00	1968.00	2016.80	2069.60	2120.00
		20.71	21.22	21.75	22.28	22.85	23.44	24.00	25.21	25.87	26.50	27.17
	L	56513.60	4709.47	2173.60	27.17							

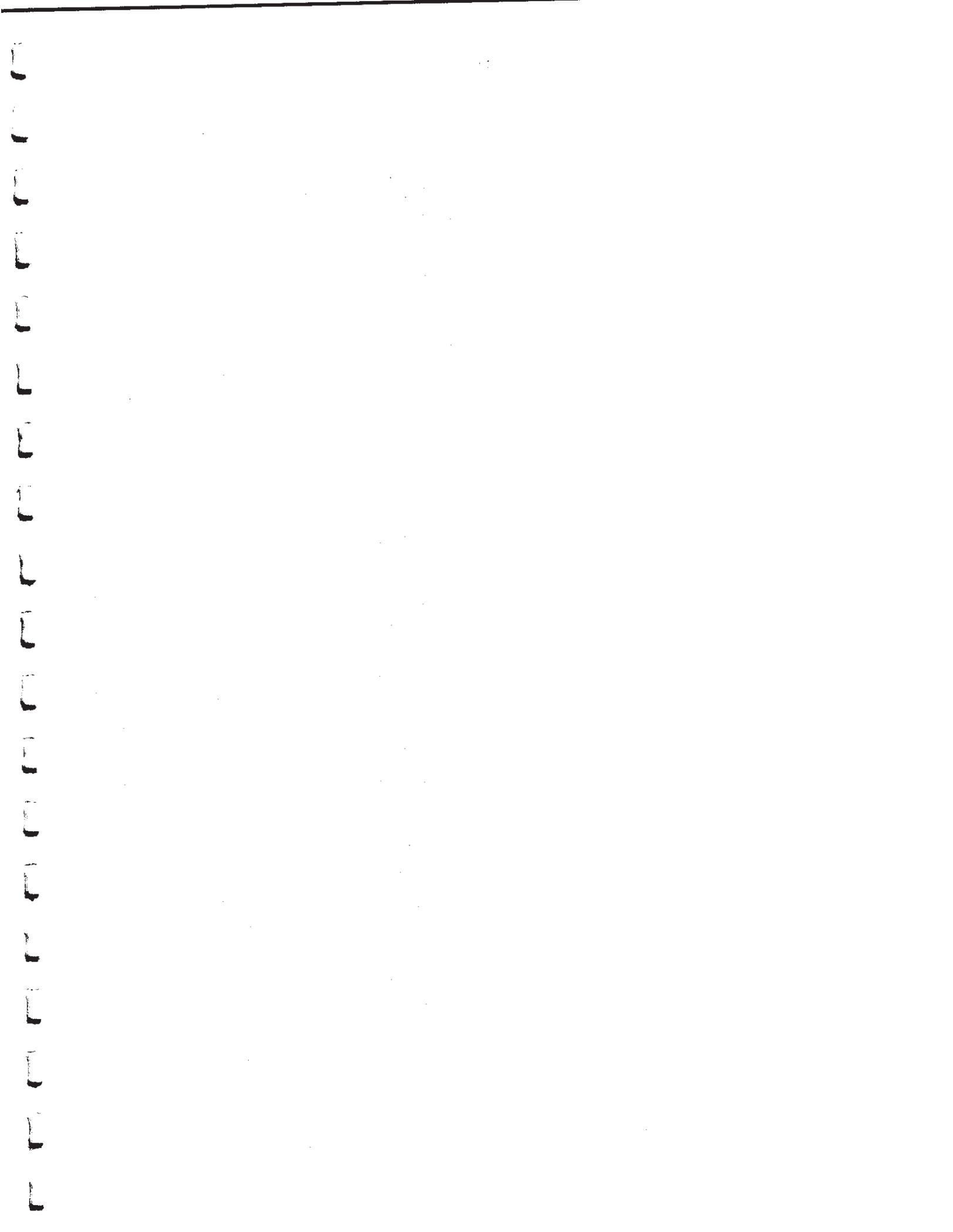
\* BASED ON 40.00 HOURS



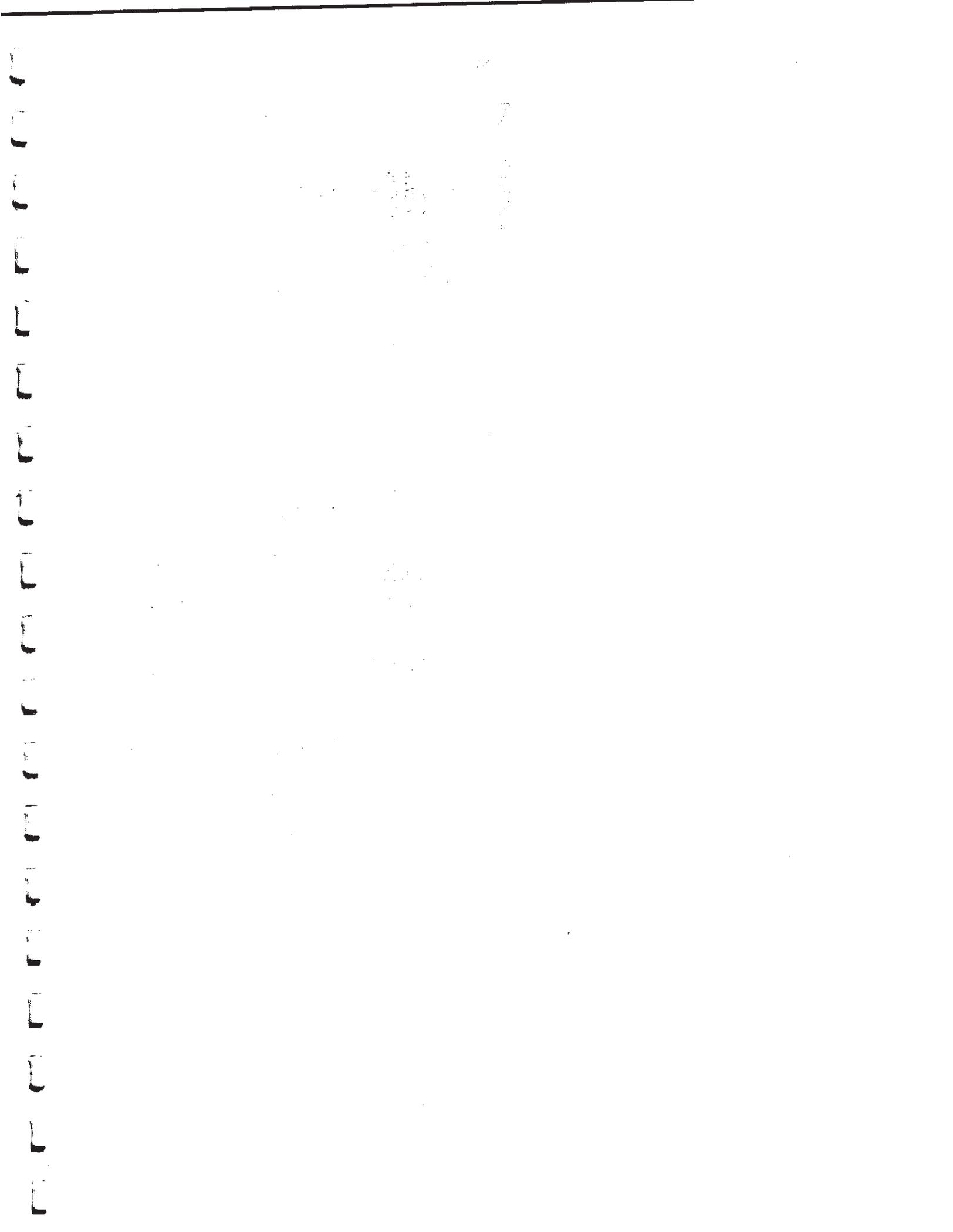
**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 04/01/01**

RANGE/STEP												ANNUAL	
	L	A	B	C	D	E	F	G	H	I	J	K	MONTHLY
A055	57928.00	45240.00	46342.40	47528.00	48755.20	49920.00	51168.00	52436.80	53809.60	55120.00	56513.60	57928.00	4827.33
	4827.33	3770.00	3861.87	3960.67	4062.93	4160.00	4264.00	4369.73	4484.13	4593.33	4709.47	4827.33	2228.00
	27.85	1740.00	1782.40	1828.00	1875.20	1920.00	1968.00	2016.80	2069.60	2120.00	2173.60	2228.00	27.85
A056	44137.60	45240.00	46342.40	47528.00	48755.20	49920.00	51168.00	52436.80	53809.60	55120.00	56513.60	57928.00	4827.33
	3678.13	3770.00	3861.87	3960.67	4062.93	4160.00	4264.00	4369.73	4484.13	4593.33	4709.47	4827.33	2228.00
	1697.60	1740.00	1782.40	1828.00	1875.20	1920.00	1968.00	2016.80	2069.60	2120.00	2173.60	2228.00	27.85
	21.22	21.75	22.28	22.85	23.44	24.00	24.60	25.21	25.87	26.50	27.17	27.85	
A057	59363.20	46342.40	47528.00	48755.20	49920.00	51168.00	52436.80	53809.60	55120.00	56513.60	57928.00	59363.20	4946.93
	4946.93	3861.87	3960.67	4062.93	4160.00	4264.00	4369.73	4484.13	4593.33	4709.47	4827.33	4946.93	2283.20
	2283.20	1740.00	1782.40	1828.00	1875.20	1920.00	1968.00	2016.80	2069.60	2120.00	2173.60	2283.20	28.54
	28.54	22.28	22.85	23.44	24.00	24.60	25.21	25.87	26.50	27.17	27.85	28.54	
A058	60902.40	47528.00	48755.20	49920.00	51168.00	52436.80	53809.60	55120.00	56513.60	57928.00	59363.20	60902.40	5075.20
	5075.20	3960.67	4062.93	4160.00	4264.00	4369.73	4484.13	4593.33	4709.47	4827.33	4946.93	5075.20	2342.40
	2342.40	1828.00	1875.20	1920.00	1968.00	2016.80	2069.60	2120.00	2173.60	2228.00	2283.20	2342.40	29.28
	29.28	22.85	23.44	24.00	24.60	25.21	25.87	26.50	27.17	27.85	28.54	29.28	
A059	62358.40	48755.20	49920.00	51168.00	52436.80	53809.60	55120.00	56513.60	57928.00	59363.20	60902.40	62358.40	5196.53
	5196.53	4062.93	4160.00	4264.00	4369.73	4484.13	4593.33	4709.47	4827.33	4946.93	5075.20	5196.53	2398.40
	2398.40	1875.20	1920.00	1968.00	2016.80	2069.60	2120.00	2173.60	2228.00	2283.20	2342.40	2398.40	29.98
	29.98	23.44	24.00	24.60	25.21	25.87	26.50	27.17	27.85	28.54	29.28	29.98	
A059	47528.00	48755.20	49920.00	51168.00	52436.80	53809.60	55120.00	56513.60	57928.00	59363.20	60902.40	62358.40	5196.53
	3960.67	4062.93	4160.00	4264.00	4369.73	4484.13	4593.33	4709.47	4827.33	4946.93	5075.20	5196.53	2398.40
	1828.00	1875.20	1920.00	1968.00	2016.80	2069.60	2120.00	2173.60	2228.00	2283.20	2342.40	2398.40	29.98
	22.85	23.44	24.00	24.60	25.21	25.87	26.50	27.17	27.85	28.54	29.28	29.98	
L	63960.00												
	5330.00												
	2460.00												
	30.75												

\* BASED ON 40.00 HOURS



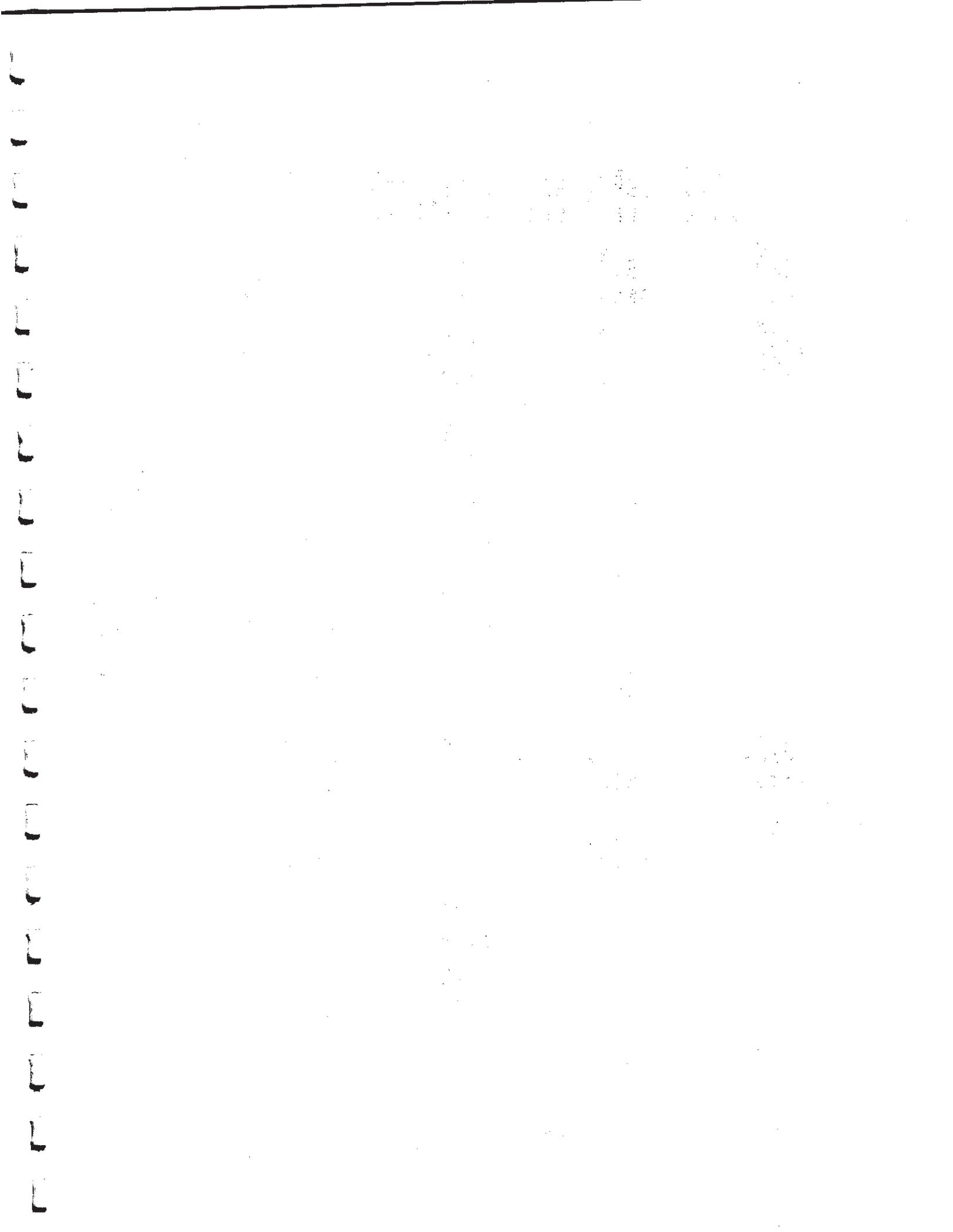




**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 04/01/01**

U001	aa	bb	cc	dd	ee	ff	gg	A	B	C	D	E	ANNUAL MONTHLY BIWKLY HOURLY*
	22172.80	22713.60	23275.20	23816.00	24419.20	25064.00	25625.60	26291.20	26915.20	27643.20	28288.00	29036.80	
	1847.73	1892.80	1939.60	1994.67	2034.93	2088.67	2135.47	2190.93	2242.93	2303.60	2357.33	2419.73	
	852.80	873.60	895.20	916.00	939.20	964.00	985.60	1011.20	1035.20	1063.20	1088.00	1116.80	
	10.66	10.92	11.19	11.45	11.74	12.05	12.32	12.64	12.94	13.29	13.60	13.96	
	F	G	H	I	J	K	L						ANNUAL MONTHLY BIWKLY HOURLY*
	29702.40	30472.00	31241.60	32032.00	32864.00	33654.40	34465.60						
	2475.20	2539.33	2603.47	2669.33	2738.67	2804.53	2872.13						
	1142.40	1172.00	1201.60	1232.00	1264.00	1294.40	1325.60						
	14.28	14.65	15.02	15.40	15.80	16.18	16.57						

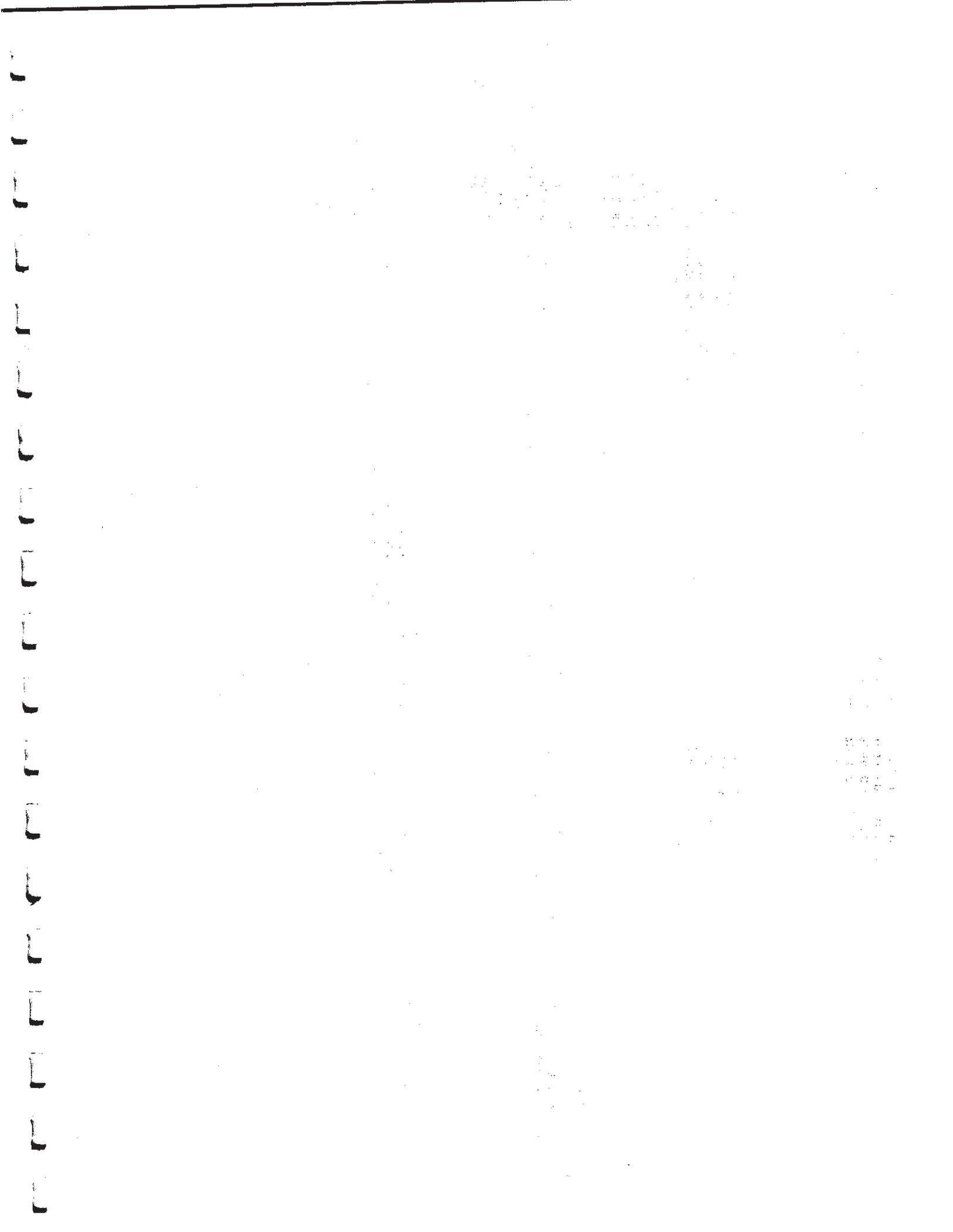
\*BASED ON 40.00 HOURS.



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A019	15121.60	16390.40	17638.40	18907.20	20155.20	21444.80	22692.80					
	1260.13	1365.87	1469.87	1575.60	1679.60	1787.07	1891.07					
	581.60	630.40	678.40	727.20	775.20	824.80	872.80					
	7.27	7.88	8.48	9.09	9.69	10.31	10.91					
A020	aa	A	B	C	D	E	F	G	H	I	J	K
	18616.00	19094.40	19593.60	20113.60	20675.20	21112.00	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20
	1551.33	1591.20	1632.80	1676.13	1722.93	1759.33	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60
	716.00	734.40	753.60	773.60	795.20	812.00	834.40	855.20	878.40	900.00	922.40	943.20
	8.95	9.18	9.42	9.67	9.94	10.15	10.43	10.69	10.98	11.25	11.53	11.79
A021	L	A	B	C	D	E	F	G	H	I	J	K
	25147.20	19094.40	19593.60	20113.60	20675.20	21112.00	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20
	2095.60	1632.80	1676.13	1722.93	1759.33	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60
	967.20	734.40	773.60	795.20	812.00	834.40	855.20	878.40	900.00	922.40	943.20	967.20
	12.09	9.18	9.42	9.67	9.94	10.15	10.43	10.69	10.98	11.25	11.53	11.79
A022	L	A	B	C	D	E	F	G	H	I	J	K
	25812.80	20113.60	20675.20	21112.00	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80
	2151.07	1676.13	1722.93	1759.33	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07
	992.80	773.60	795.20	812.00	834.40	855.20	878.40	900.00	922.40	943.20	967.20	992.80
	12.41	9.42	9.67	9.94	10.15	10.43	10.69	10.98	11.25	11.53	11.79	12.09
A023	L	A	B	C	D	E	F	G	H	I	J	K
	26395.20	20113.60	20675.20	21112.00	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80
	2199.60	1676.13	1722.93	1759.33	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07
	1015.20	773.60	795.20	812.00	834.40	855.20	878.40	900.00	922.40	943.20	967.20	992.80
	12.69	9.42	9.67	9.94	10.15	10.43	10.69	10.98	11.25	11.53	11.79	12.09
A023	L	A	B	C	D	E	F	G	H	I	J	K
	27081.60	20113.60	20675.20	21112.00	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80
	2256.80	1676.13	1722.93	1759.33	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07
	1041.60	773.60	795.20	812.00	834.40	855.20	878.40	900.00	922.40	943.20	967.20	992.80
	13.02	9.42	9.67	9.94	10.15	10.43	10.69	10.98	11.25	11.53	11.79	12.09

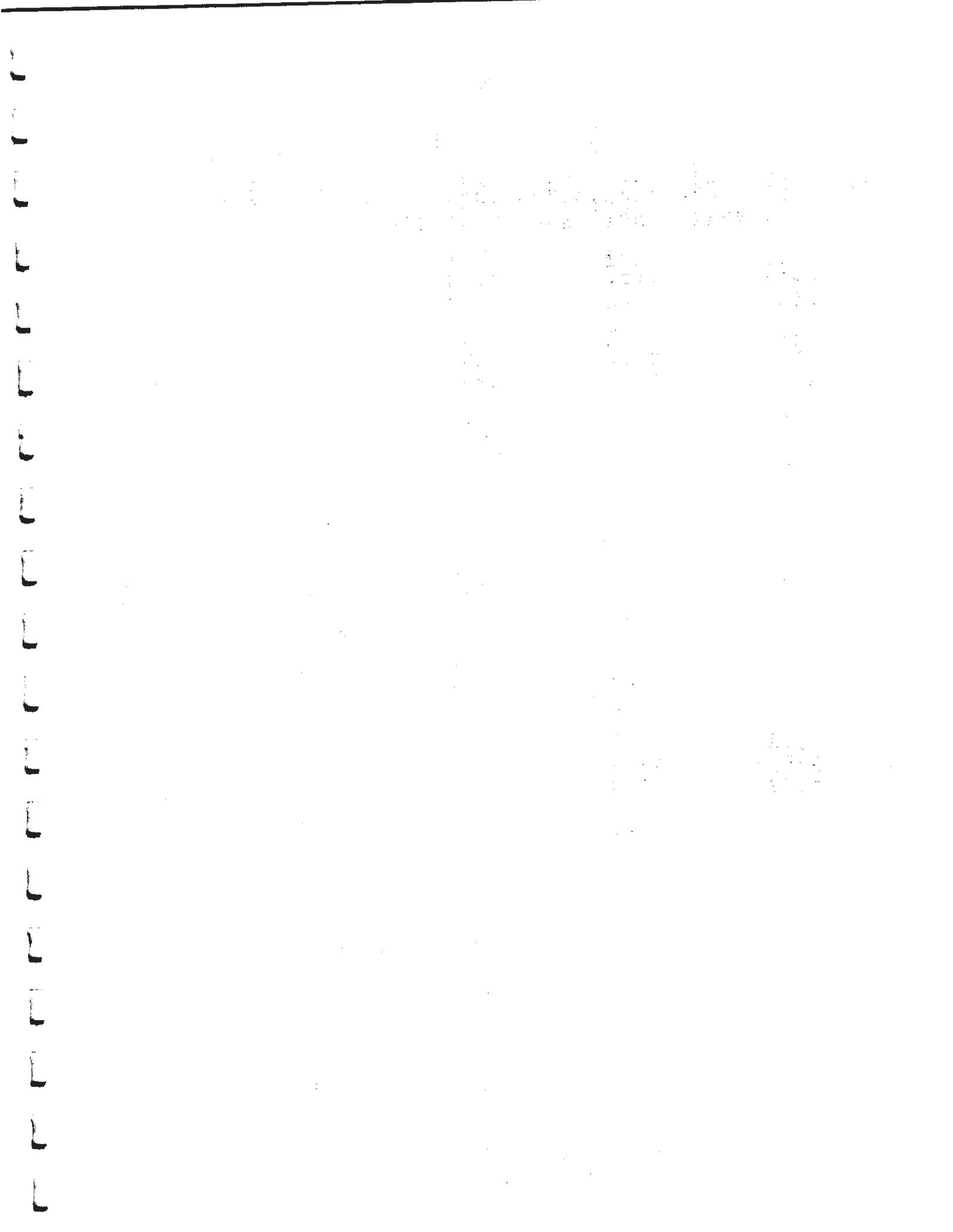
\* BASED ON 40.00 HOURS



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*	
A024	20675.20	21112.00	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	ANNUAL MONTHLY BIWKLY HOURLY*
aa	1722.93	1759.33	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	27081.60
	795.20	812.00	834.40	855.20	878.40	900.00	922.40	943.20	967.20	992.80	1015.20	1041.60	2256.80
	9.94	10.15	10.43	10.69	10.98	11.25	11.53	11.79	12.09	12.41	12.69	13.02	1041.60
													12.69
L	27726.40												27081.60
	2310.53												2256.80
	1066.40												1041.60
	13.33												13.02
A025	21112.00	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	ANNUAL MONTHLY BIWKLY HOURLY*
aa	1759.33	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	27726.40
	812.00	834.40	855.20	878.40	900.00	922.40	943.20	967.20	992.80	1015.20	1041.60	1068.40	2310.53
	10.15	10.43	10.69	10.98	11.25	11.53	11.79	12.09	12.41	12.69	13.02	13.33	1068.40
													13.33
L	28475.20												27081.60
	2372.93												2256.80
	1095.20												1041.60
	13.69												13.02
A026	21694.40	22235.20	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	ANNUAL MONTHLY BIWKLY HOURLY*
aa	1807.87	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	28475.20
	834.40	855.20	878.40	900.00	922.40	943.20	967.20	992.80	1015.20	1041.60	1068.40	1095.20	2310.53
	10.43	10.69	10.98	11.25	11.53	11.79	12.09	12.41	12.69	13.02	13.33	13.69	1095.20
													13.69
L	29140.80												27081.60
	2428.40												2256.80
	1120.80												1041.60
	14.01												13.02
A027	22235.20	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	ANNUAL MONTHLY BIWKLY HOURLY*
aa	1852.93	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	29140.80
	855.20	878.40	900.00	922.40	943.20	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	2310.53
	10.69	10.98	11.25	11.53	11.79	12.09	12.41	12.69	13.02	13.33	13.69	14.01	1095.20
													14.01
L	29910.40												27081.60
	2492.53												2256.80
	1150.40												1041.60
	14.38												13.02
A028	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	ANNUAL MONTHLY BIWKLY HOURLY*
aa	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	29910.40
	878.40	900.00	922.40	943.20	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	2310.53
	10.98	11.25	11.53	11.79	12.09	12.41	12.69	13.02	13.33	13.69	14.01	14.38	1095.20
													14.38

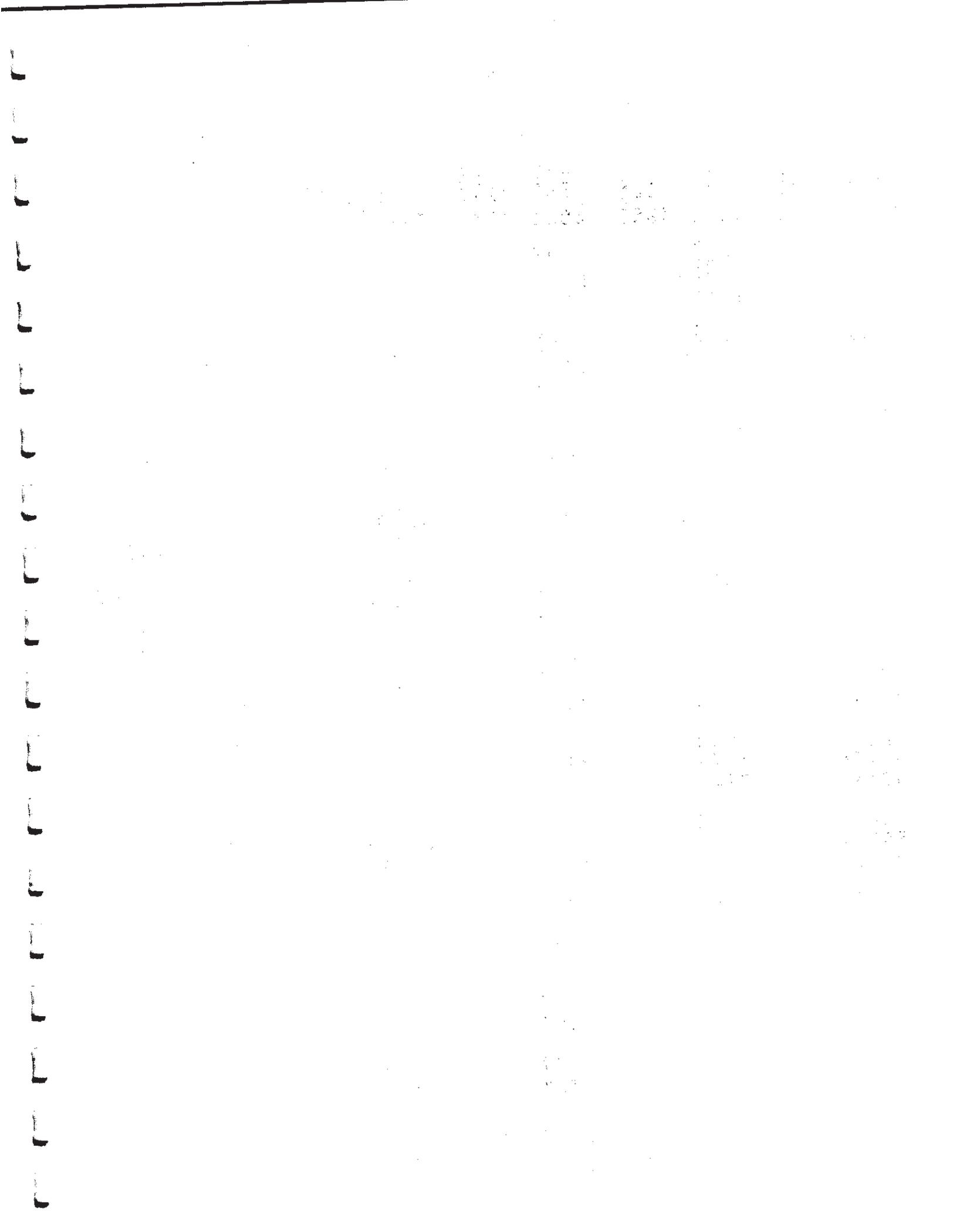
\* BASED ON 40.00 HOURS



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A028	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	ANNUAL MONTHLY BIWKLY HOURLY*
L	30596.80											
aa	1950.00	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	ANNUAL MONTHLY BIWKLY HOURLY*
	900.00	943.20	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	ANNUAL MONTHLY BIWKLY HOURLY*
	11.25	11.79	12.09	12.41	12.69	13.02	13.33	13.69	14.01	14.38	14.71	ANNUAL MONTHLY BIWKLY HOURLY*
A029	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	ANNUAL MONTHLY BIWKLY HOURLY*
L	31387.20											
aa	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	ANNUAL MONTHLY BIWKLY HOURLY*
	922.40	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	ANNUAL MONTHLY BIWKLY HOURLY*
	11.53	12.09	12.41	12.69	13.02	13.33	13.69	14.01	14.38	14.71	15.09	ANNUAL MONTHLY BIWKLY HOURLY*
A030	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	ANNUAL MONTHLY BIWKLY HOURLY*
L	32177.60											
aa	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	ANNUAL MONTHLY BIWKLY HOURLY*
	922.40	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	ANNUAL MONTHLY BIWKLY HOURLY*
	11.53	12.09	12.41	12.69	13.02	13.33	13.69	14.01	14.38	14.71	15.09	ANNUAL MONTHLY BIWKLY HOURLY*
A031	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	ANNUAL MONTHLY BIWKLY HOURLY*
L	32177.60											
aa	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	ANNUAL MONTHLY BIWKLY HOURLY*
	922.40	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	ANNUAL MONTHLY BIWKLY HOURLY*
	11.79	12.09	12.41	12.69	13.02	13.33	13.69	14.01	14.38	14.71	15.09	ANNUAL MONTHLY BIWKLY HOURLY*
A032	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	ANNUAL MONTHLY BIWKLY HOURLY*
L	32177.60											
aa	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	ANNUAL MONTHLY BIWKLY HOURLY*
	922.40	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	ANNUAL MONTHLY BIWKLY HOURLY*
	12.09	12.41	12.69	13.02	13.33	13.69	14.01	14.38	14.71	15.09	15.47	ANNUAL MONTHLY BIWKLY HOURLY*
A033	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	ANNUAL MONTHLY BIWKLY HOURLY*
L	33841.60											
aa	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	ANNUAL MONTHLY BIWKLY HOURLY*
	922.40	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	ANNUAL MONTHLY BIWKLY HOURLY*
	16.27	16.60	16.92	17.24	17.56	17.88	18.20	18.52	18.84	19.16	19.48	ANNUAL MONTHLY BIWKLY HOURLY*

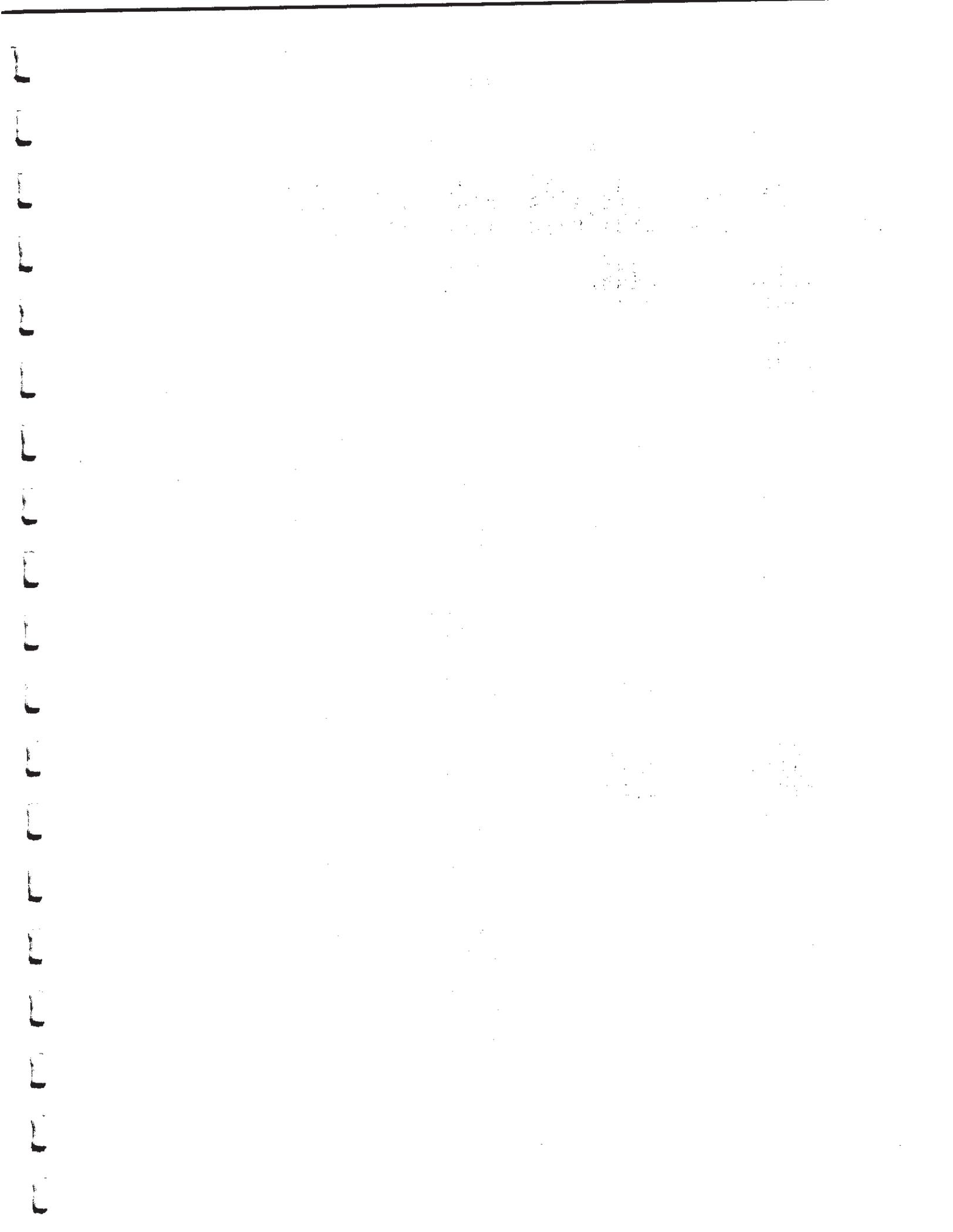
\* BASED ON 40.00 HOURS



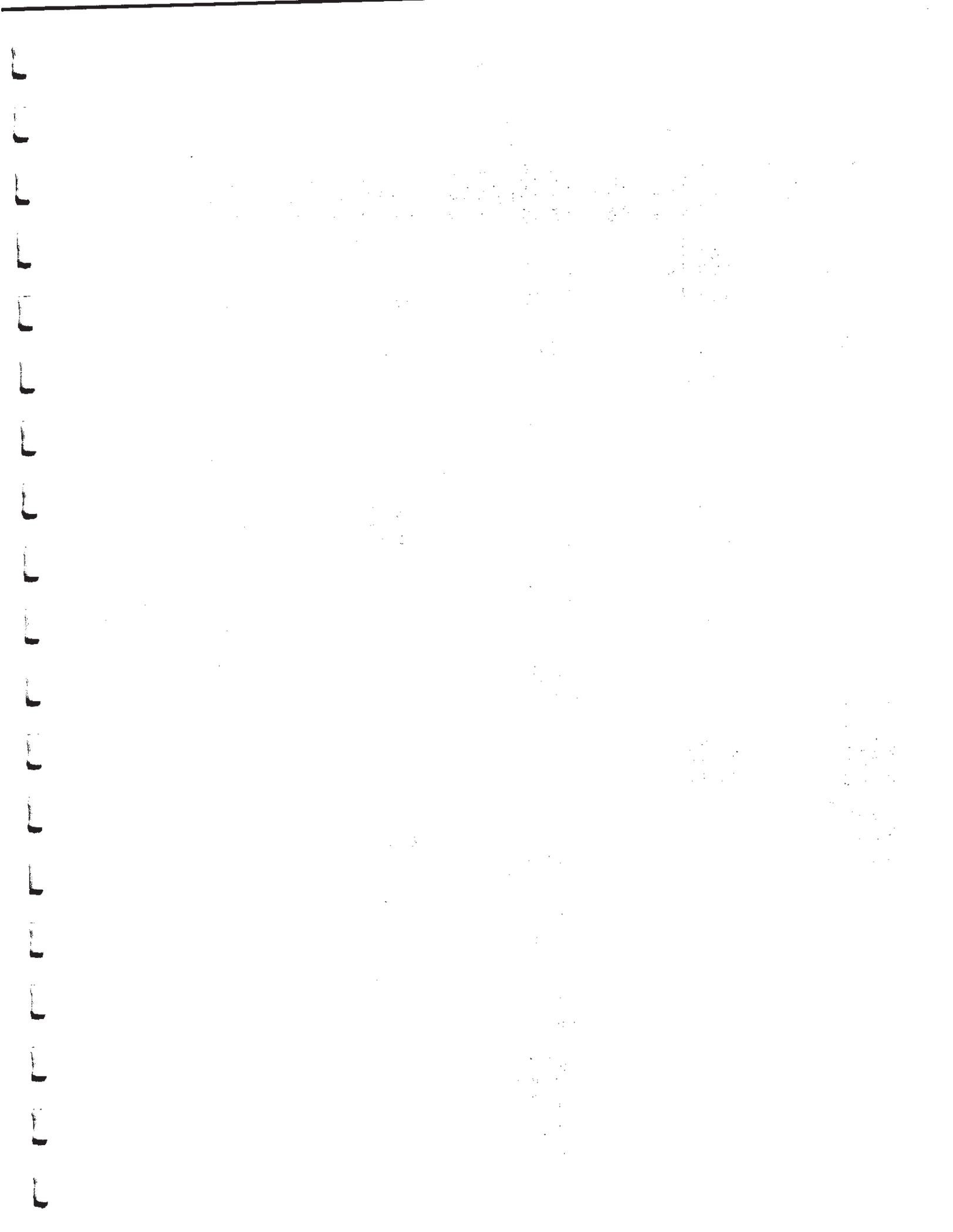
**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A033												
aa	25812.80	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	31387.20	32177.60	32988.80	33841.60	ANNUAL MONTHLY BIWKLY HOURLY*
	2151.07	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	2615.60	2681.47	2749.07	2820.13	ANNUAL MONTHLY BIWKLY HOURLY*
	992.80	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	1237.60	1268.80	1301.60	ANNUAL MONTHLY BIWKLY HOURLY*
	12.41	13.02	13.33	13.69	14.01	14.38	14.71	15.09	15.47	15.86	16.27	ANNUAL MONTHLY BIWKLY HOURLY*
L	34673.60											ANNUAL MONTHLY BIWKLY HOURLY*
	2889.47											ANNUAL MONTHLY BIWKLY HOURLY*
	1333.60											ANNUAL MONTHLY BIWKLY HOURLY*
	16.67											ANNUAL MONTHLY BIWKLY HOURLY*
A034												
aa	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	30596.80	31387.20	32177.60	32988.80	33841.60	ANNUAL MONTHLY BIWKLY HOURLY*
	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	2549.73	2615.60	2681.47	2749.07	2820.13	ANNUAL MONTHLY BIWKLY HOURLY*
	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	1237.60	1268.80	1301.60	ANNUAL MONTHLY BIWKLY HOURLY*
	12.69	13.02	13.33	13.69	14.01	14.38	14.71	15.09	15.47	15.86	16.27	ANNUAL MONTHLY BIWKLY HOURLY*
L	35505.60											ANNUAL MONTHLY BIWKLY HOURLY*
	2958.80											ANNUAL MONTHLY BIWKLY HOURLY*
	1365.60											ANNUAL MONTHLY BIWKLY HOURLY*
	17.07											ANNUAL MONTHLY BIWKLY HOURLY*
A035												
aa	27081.60	28475.20	29140.80	29910.40	30596.80	31387.20	32177.60	32988.80	33841.60	34673.60	35505.60	ANNUAL MONTHLY BIWKLY HOURLY*
	2256.80	2372.93	2428.40	2492.53	2549.73	2615.60	2681.47	2749.07	2820.13	2889.47	2958.80	ANNUAL MONTHLY BIWKLY HOURLY*
	1041.60	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	1237.60	1268.80	1301.60	1365.60	ANNUAL MONTHLY BIWKLY HOURLY*
	13.02	13.33	13.69	14.01	14.38	14.71	15.09	15.47	15.86	16.27	17.07	ANNUAL MONTHLY BIWKLY HOURLY*
L	36420.80											ANNUAL MONTHLY BIWKLY HOURLY*
	3035.07											ANNUAL MONTHLY BIWKLY HOURLY*
	1400.80											ANNUAL MONTHLY BIWKLY HOURLY*
	17.51											ANNUAL MONTHLY BIWKLY HOURLY*
A036												
aa	27726.40	29140.80	29910.40	30596.80	31387.20	32177.60	32988.80	33841.60	34673.60	35505.60	36420.80	ANNUAL MONTHLY BIWKLY HOURLY*
	2310.53	2428.40	2492.53	2549.73	2615.60	2681.47	2749.07	2820.13	2889.47	2958.80	3035.07	ANNUAL MONTHLY BIWKLY HOURLY*
	1066.40	1095.20	1120.80	1150.40	1176.80	1207.20	1237.60	1268.80	1301.60	1365.60	1400.80	ANNUAL MONTHLY BIWKLY HOURLY*
	13.33	14.01	14.38	14.71	15.09	15.47	15.86	16.27	16.67	17.07	17.51	ANNUAL MONTHLY BIWKLY HOURLY*
L	37336.00											ANNUAL MONTHLY BIWKLY HOURLY*
	3111.33											ANNUAL MONTHLY BIWKLY HOURLY*
	1436.00											ANNUAL MONTHLY BIWKLY HOURLY*
	17.95											ANNUAL MONTHLY BIWKLY HOURLY*
A037												
aa	28475.20	29140.80	29910.40	30596.80	31387.20	32177.60	32988.80	33841.60	34673.60	35505.60	36420.80	ANNUAL MONTHLY BIWKLY HOURLY*
	2372.93	2428.40	2492.53	2549.73	2615.60	2681.47	2749.07	2820.13	2889.47	2958.80	3035.07	ANNUAL MONTHLY BIWKLY HOURLY*
	1095.20	1120.80	1150.40	1176.80	1207.20	1237.60	1268.80	1301.60	1333.60	1365.60	1400.80	ANNUAL MONTHLY BIWKLY HOURLY*
	13.69	14.01	14.38	14.71	15.09	15.47	15.86	16.27	16.67	17.07	17.51	ANNUAL MONTHLY BIWKLY HOURLY*

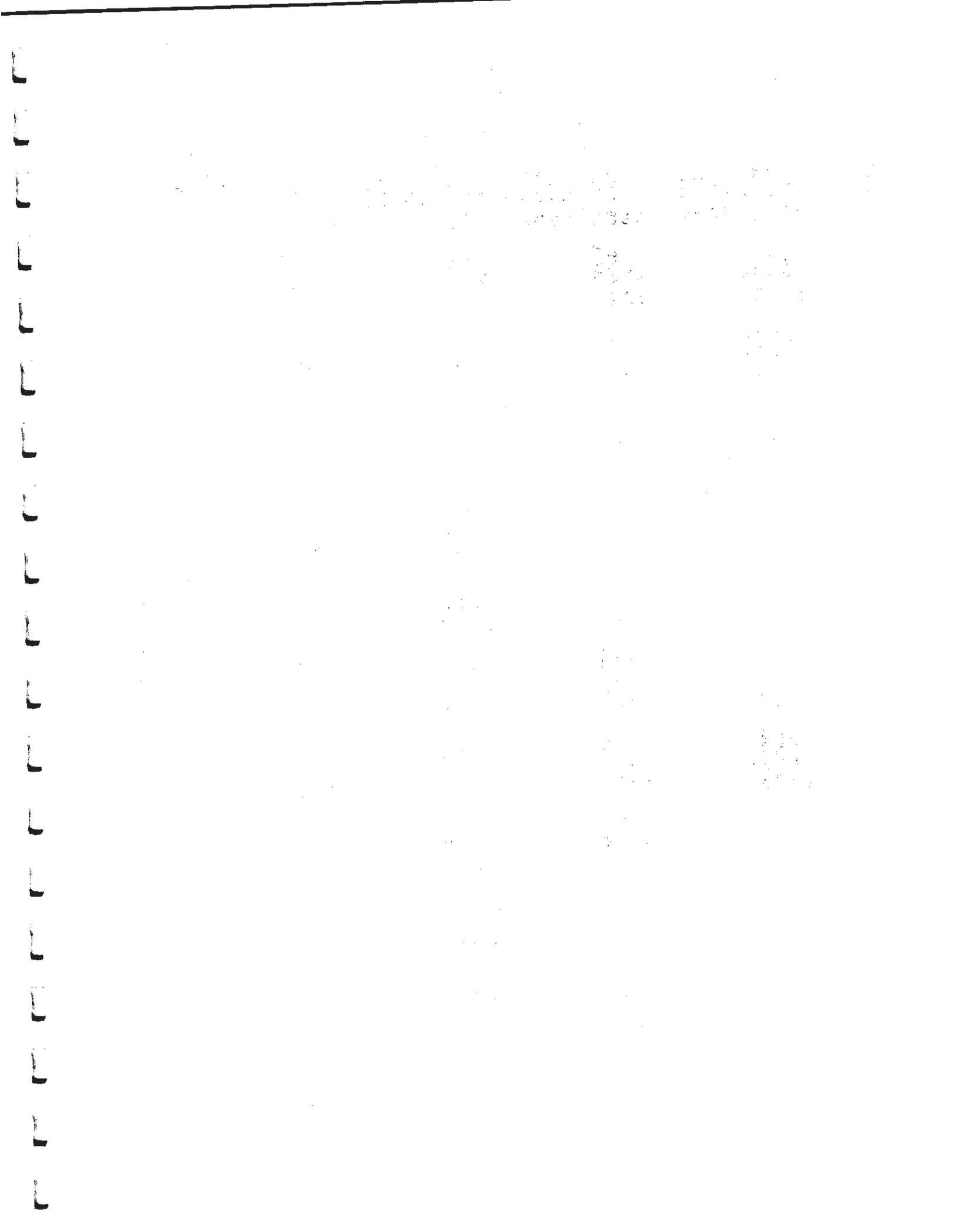
\* BASED ON 40.00 HOURS







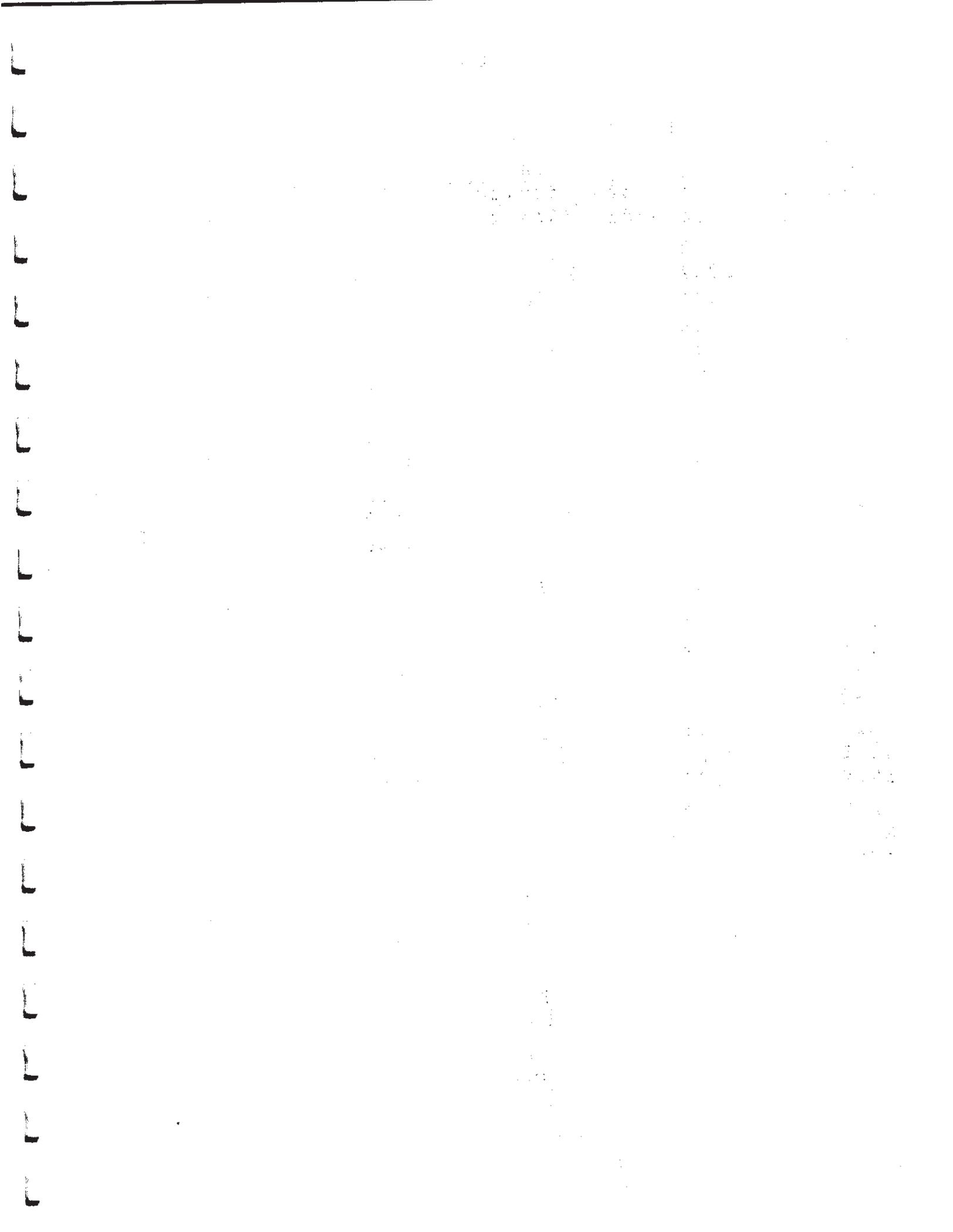




**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14/01**

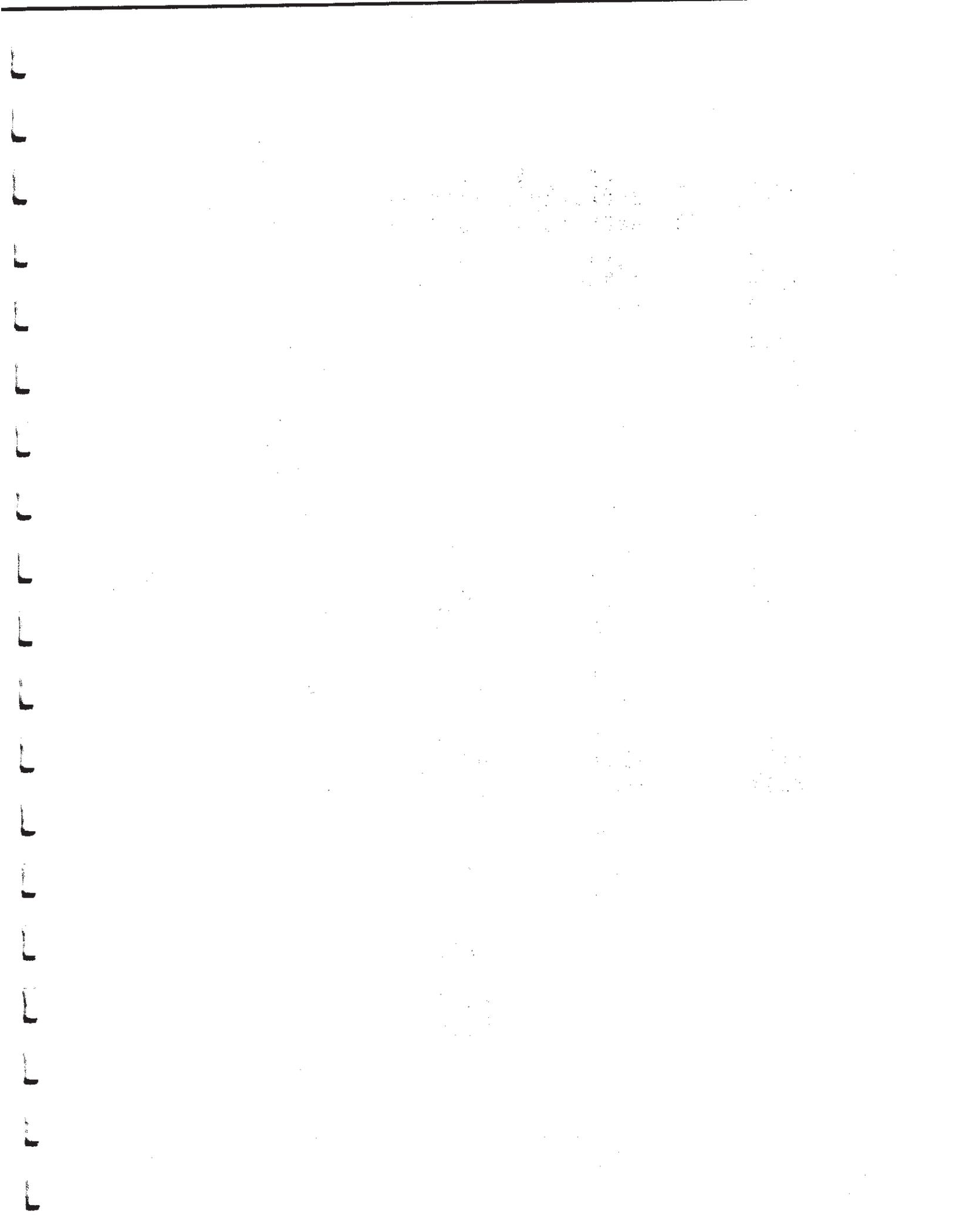
RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A046												
L												
aa												
47736.00												
3978.00												
1836.00												
22.95												
A047												
L												
aa												
36420.80	37336.00	38334.40	39249.60	40248.00	41184.00	42161.60	43243.20	44366.40	45468.80	46592.00	47736.00	47736.00
3035.07	3111.33	3194.53	3270.80	3354.00	3432.00	3513.47	3603.60	3697.20	3789.07	3882.67	3978.00	3978.00
1400.80	1436.00	1474.40	1509.60	1548.00	1584.00	1621.60	1663.20	1706.40	1748.80	1792.00	1836.00	1836.00
17.51	17.95	18.43	18.87	19.35	19.80	20.27	20.79	21.33	21.86	22.40	22.95	22.95
A048												
L												
aa												
48963.20												
4080.27												
1883.20												
23.54												
A049												
L												
aa												
50211.20												
4184.27												
1931.20												
24.14												
A050												
L												
aa												
38334.40	39249.60	40248.00	41184.00	42161.60	43243.20	44366.40	45468.80	46592.00	47736.00	48963.20	50211.20	50211.20
3194.53	3270.80	3354.00	3432.00	3513.47	3603.60	3697.20	3789.07	3882.67	3978.00	4080.27	4184.27	4184.27
1474.40	1509.60	1548.00	1584.00	1621.60	1663.20	1706.40	1748.80	1792.00	1836.00	1883.20	1931.20	1931.20
18.43	18.87	19.35	19.80	20.27	20.79	21.33	21.86	22.40	22.95	23.54	24.14	24.14
A050												
L												
aa												
51417.60												
4284.80												
1977.60												
24.72												
A050												
L												
aa												
39249.60	40248.00	41184.00	42161.60	43243.20	44366.40	45468.80	46592.00	47736.00	48963.20	50211.20	51417.60	51417.60
3270.80	3354.00	3432.00	3513.47	3603.60	3697.20	3789.07	3882.67	3978.00	4080.27	4184.27	4284.80	4284.80
1509.60	1548.00	1584.00	1621.60	1663.20	1706.40	1748.80	1792.00	1836.00	1883.20	1931.20	1977.60	1977.60
18.87	19.35	19.80	20.27	20.79	21.33	21.86	22.40	22.95	23.54	24.14	24.72	24.72
A050												
L												
aa												
52707.20												
4392.27												
2027.20												
25.34												

\* BASED ON 40.00 HOURS



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14/01**

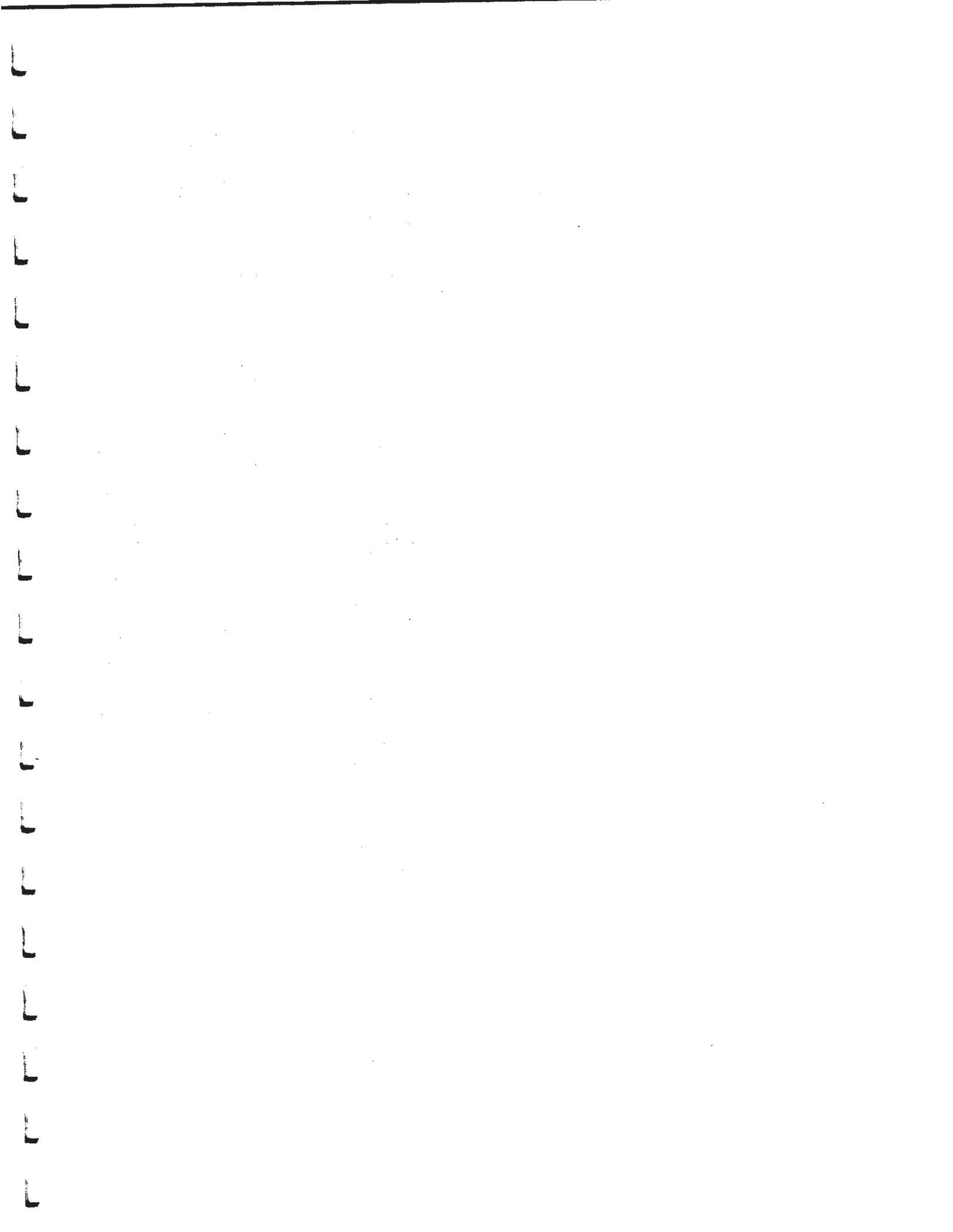
RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
A051	aa	40248.00	41184.00	42161.60	43243.20	44366.40	45468.80	46592.00	47736.00	48963.20	50211.20	51417.60	52707.20	54017.60	55432.00	56784.00	58219.20	59664.00	61136.00	62640.00	64176.00	65744.00	67344.00	68976.00	70640.00	72336.00	74064.00	75824.00	77616.00	79440.00	81296.00	83184.00	85104.00	87056.00	89040.00	91056.00	93104.00	95184.00	97296.00	99440.00	101616.00	103824.00	106064.00	108336.00	110640.00	112976.00	115344.00	117744.00	120176.00	122640.00	125136.00	127664.00	130224.00	132816.00	135440.00	138096.00	140784.00	143504.00	146256.00	149040.00	151856.00	154704.00	157584.00	160496.00	163440.00	166416.00	169424.00	172464.00	175536.00	178640.00	181776.00	184944.00	188144.00	191376.00	194640.00	197936.00	201264.00	204624.00	208016.00	211440.00	214896.00	218384.00	221904.00	225456.00	229040.00	232656.00	236304.00	239984.00	243696.00	247440.00	251216.00	255024.00	258864.00	262736.00	266640.00	270576.00	274544.00	278544.00	282576.00	286640.00	290736.00	294864.00	299024.00	303216.00	307440.00	311696.00	315984.00	320304.00	324656.00	329040.00	333456.00	337904.00	342384.00	346896.00	351440.00	356016.00	360624.00	365264.00	369936.00	374640.00	379376.00	384144.00	388944.00	393776.00	398640.00	403536.00	408464.00	413424.00	418416.00	423440.00	428496.00	433584.00	438704.00	443856.00	449040.00	454256.00	459504.00	464784.00	470096.00	475440.00	480816.00	486224.00	491664.00	497136.00	502640.00	508176.00	513744.00	519344.00	524976.00	530640.00	536336.00	542064.00	547824.00	553616.00	559440.00	565296.00	571184.00	577104.00	583056.00	589040.00	595056.00	601104.00	607184.00	613296.00	619440.00	625616.00	631824.00	638064.00	644336.00	650640.00	656984.00	663360.00	669776.00	676224.00	682704.00	689216.00	695760.00	702336.00	708944.00	715584.00	722256.00	728960.00	735696.00	742464.00	749264.00	756096.00	762960.00	769856.00	776784.00	783744.00	790736.00	797760.00	804816.00	811904.00	819024.00	826176.00	833360.00	840584.00	847836.00	855120.00	862432.00	869776.00	877152.00	884560.00	892000.00	899472.00	906984.00	914528.00	922104.00	929712.00	937352.00	945024.00	952728.00	960464.00	968232.00	976032.00	983864.00	991728.00	999624.00	1007544.00	1015488.00	1023456.00	1031448.00	1039464.00	1047504.00	1055568.00	1063648.00	1071744.00	1079856.00	1087984.00	1096128.00	1104288.00	1112464.00	1120656.00	1128864.00	1137088.00	1145328.00	1153584.00	1161856.00	1170144.00	1178448.00	1186768.00	1195104.00	1203456.00	1211824.00	1220208.00	1228608.00	1237024.00	1245456.00	1253904.00	1262368.00	1270848.00	1279344.00	1287856.00	1296384.00	1304928.00	1313488.00	1322064.00	1330656.00	1339264.00	1347888.00	1356528.00	1365184.00	1373856.00	1382544.00	1391248.00	1400068.00	1408896.00	1417736.00	1426588.00	1435452.00	1444328.00	1453216.00	1462116.00	1471028.00	1480052.00	1489088.00	1498136.00	1507196.00	1516268.00	1525352.00	1534448.00	1543556.00	1552676.00	1561808.00	1570952.00	1580108.00	1589276.00	1598456.00	1607648.00	1616852.00	1626068.00	1635296.00	1644536.00	1653788.00	1663052.00	1672328.00	1681616.00	1690916.00	1700228.00	1709552.00	1718888.00	1728236.00	1737596.00	1746968.00	1756352.00	1765748.00	1775156.00	1784576.00	1794008.00	1803452.00	1812908.00	1822376.00	1831856.00	1841348.00	1850852.00	1860368.00	1869896.00	1879436.00	1888988.00	1898552.00	1908128.00	1917716.00	1927316.00	1936928.00	1946552.00	1956188.00	1965836.00	1975496.00	1985168.00	1994852.00	2004548.00	2014256.00	2023976.00	2033708.00	2043452.00	2053208.00	2062976.00	2072756.00	2082548.00	2092352.00	2102168.00	2111996.00	2121836.00	2131688.00	2141552.00	2151428.00	2161316.00	2171216.00	2181128.00	2191052.00	2200988.00	2210936.00	2220896.00	2230868.00	2240852.00	2250848.00	2260856.00	2270876.00	2280908.00	2290952.00	2301008.00	2311076.00	2321156.00	2331248.00	2341352.00	2351468.00	2361596.00	2371736.00	2381888.00	2392052.00	2402228.00	2412416.00	2422616.00	2432828.00	2443052.00	2453288.00	2463536.00	2473796.00	2484068.00	2494352.00	2504648.00	2514956.00	2525276.00	2535608.00	2545952.00	2556308.00	2566676.00	2577056.00	2587448.00	2597852.00	2608268.00	2618696.00	2629136.00	2639588.00	2649052.00	2658528.00	2668016.00	2677516.00	2687028.00	2696552.00	2706088.00	2715636.00	2725196.00	2734768.00	2744352.00	2753948.00	2763556.00	2773176.00	2782808.00	2792452.00	2802108.00	2811776.00	2821456.00	2831148.00	2840852.00	2850568.00	2860296.00	2870036.00	2879788.00	2889552.00	2899328.00	2909116.00	2918916.00	2928728.00	2938552.00	2948388.00	2958236.00	2968096.00	2977968.00	2987852.00	2997748.00	3007656.00	3017576.00	3027508.00	3037452.00	3047408.00	3057376.00	3067356.00	3077348.00	3087352.00	3097368.00	3107396.00	3117436.00	3127488.00	3137552.00	3147628.00	3157716.00	3167816.00	3177928.00	3188052.00	3198188.00	3208336.00	3218496.00	3228668.00	3238852.00	3249048.00	3259256.00	3269476.00	3279708.00	3289952.00	3300208.00	3310476.00	3320756.00	3331048.00	3341352.00	3351668.00	3361996.00	3372336.00	3382688.00	3393052.00	3403428.00	3413816.00	3424216.00	3434628.00	3445052.00	3455488.00	3465936.00	3476396.00	3486868.00	3497352.00	3507848.00	3518356.00	3528876.00	3539408.00	3549952.00	3560508.00	3571076.00	3581656.00	3592248.00	3602852.00	3613468.00	3624096.00	3634736.00	3645388.00	3656052.00	3666728.00	3677416.00	3688116.00	3698828.00	3709552.00	3720288.00	3731036.00	3741796.00	3752568.00	3763352.00	3774148.00	3784956.00	3795776.00	3806608.00	3817452.00	3828308.00	3839176.00	3850056.00	3860948.00	3871852.00	3882768.00	3893696.00	3904636.00	3915588.00	3926552.00	3937528.00	3948516.00	3959516.00	3970528.00	3981552.00	3992588.00	4003636.00	4014696.00	4025768.00	4036852.00	4047948.00	4059056.00	4070176.00	4081308.00	4092452.00	4103608.00	4114776.00	4125956.00	4137148.00	4148352.00	4159568.00	4170796.00	4182036.00	4193288.00	4204552.00	4215828.00	4227116.00	4238416.00	4249728.00	4261052.00	4272388.00	4283736.00	4295096.00	4306468.00	4317852.00	4329248.00	4340656.00	4352076.00	4363508.00	4374952.00	4386408.00	4397876.00	4409356.00	4420848.00	4432352.00	4443868.00	4455396.00	4466936.00	4478488.00	4490052.00	4501628.00	4513216.00	4524816.00	4536428.00	4548052.00	4559688.00	4571336.00	4582996.00	4594668.00	4606352.00	4618048.00	4629756.00	4641476.00	4653208.00	4664952.00	4676708.00	4688476.00	4700256.00	4712048.00	4723852.00	4735668.00	4747496.00	4759336.00	4771188.00	4783052.00	4794928.00	4806816.00	4818716.00	4830628.00	4842552.00	4854488.00	4866436.00	4878396.00	4890368.00	4902352.00	4914348.00	4926356.00	4938376.00	4950408.00	4962452.00	4974508.00	4986576.00	4998656.00	5010748.00	5022852.00	5034968.00	5047096.00	5059236.00	5071388.00	5083552.00	5095728.00	5107916.00	5120116.00	5132328.00	5144552.00	5156788.00	5169036.00	5181296.00	5193568.00	5205852.00	5218148.00	5230456.00	5242776.00	5255108.00	5267452.00	5279808.00	5292176.00	5304556.00	5316948.00	5329352.00	5341768.00	5354196.00	5366636.00	5379088.00	5391552.00	5404028.00	5416516.00	5429016.00	5441528.00	5454052.00	5466588.00	5479136.00	5491696.00	5504268.00	5516852.00	5529448.00	5542056.00	5554676.00	5567308.00	5579952.00	5592608.00	5605276.00	5617956.00	5630648.00	5643352.00	5656068.00	5668796.00	5681536.00	5694288.00	5707052.00	5719828.00	5732616.00	5745416.00	5758228.00	5771052.00	5783888.00	5796736.00	5809596.00	5822468.00	5835352.00	5848248.00	5861156.00	5874076.00	5887008.00	5900052.00	5913108.00	5926176.00	5939256.00	5952348.00	5965452.00	5978568.00	5991696.00	6004836.00	6017988.00	6031152.00	6044328.00	6057516.00	6070716.00	6083928.00	6097152.00	6110388.00	6123636.00	6136896.00	6150168.00	6163452.00	6176748.00	6190056.00	6203376.00	6216708.00	6230052.00	6243408.00	6256776.00	6270156.00	6283548.00	6296952.00	6310368.00	6323796.00	6337236.00	6350688.00	6364152.00	6377628.00	6391116.00	6404616.00	6418128.00	6431652.00	6445188.00	6458736.00	6472296.00	6485868.00	6499452.00	6513048.00	6526656.00	6540276.00	6553908.00	6567552.00	6581208.00	6594876.00	6608556.00	6622248.00	6635952.00	6649668.00	6663396.00	6677136.00	6690888.00	6704652.00	6718428.00	6732216.00	6746016.00	6759828.00	6773652.00	6787488.00	6801336.00	6815196.00	6829068.00	6842952.00	6856848.00	6870756.00	6884676.00	6898608.00	6912552.00	6926508.00	6940476.00	6954456.00	6968448.00	6982452.00	6996468.00	7010496.00	7024536.00	7038588.00	7052652.00	7066728.



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14/01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A055												
L	59675.20											
	4972.93											
	2295.20											
	28.69											
aa												
A056	45468.80	47736.00	48963.20	50211.20	51417.60	52707.20	54017.60	55432.00	56784.00	58219.20	59675.20	
	3789.07	3978.00	4080.27	4184.27	4284.80	4392.27	4501.47	4619.33	4732.00	4851.60	4972.93	
	1748.80	1792.00	1883.20	1931.20	1977.60	2027.20	2077.60	2132.00	2184.00	2239.20	2295.20	
	21.86	22.40	23.54	24.14	24.72	25.34	25.97	26.65	27.30	27.99	28.69	
L	61152.00											
	5096.00											
	2352.00											
	29.40											
aa												
A057	46592.00	47736.00	48963.20	50211.20	51417.60	52707.20	54017.60	55432.00	56784.00	58219.20	59675.20	
	3882.67	3978.00	4080.27	4184.27	4284.80	4392.27	4501.47	4619.33	4732.00	4851.60	4972.93	
	1792.00	1836.00	1883.20	1931.20	1977.60	2027.20	2077.60	2132.00	2184.00	2239.20	2295.20	
	22.40	22.95	23.54	24.14	24.72	25.34	25.97	26.65	27.30	27.99	28.69	
L	62732.80											
	5227.73											
	2412.80											
	30.16											
aa												
A058	47736.00	50211.20	51417.60	52707.20	54017.60	55432.00	56784.00	58219.20	59675.20	61152.00	62732.80	
	3978.00	4080.27	4184.27	4284.80	4392.27	4501.47	4619.33	4732.00	4851.60	4972.93	5096.00	
	1836.00	1883.20	1931.20	1977.60	2027.20	2077.60	2132.00	2184.00	2239.20	2295.20	2352.00	
	22.95	23.54	24.14	24.72	25.34	25.97	26.65	27.30	27.99	28.69	29.40	
L	64230.40											
	5352.53											
	2470.40											
	30.88											
aa												
A059	48963.20	50211.20	51417.60	52707.20	54017.60	55432.00	56784.00	58219.20	59675.20	61152.00	62732.80	
	4080.27	4184.27	4284.80	4392.27	4501.47	4619.33	4732.00	4851.60	4972.93	5096.00	5227.73	
	1883.20	1931.20	1977.60	2027.20	2077.60	2132.00	2184.00	2239.20	2295.20	2352.00	2412.80	
	23.54	24.14	24.72	25.34	25.97	26.65	27.30	27.99	28.69	29.40	30.16	
L	65873.60											
	5489.47											
	2533.60											
	31.67											

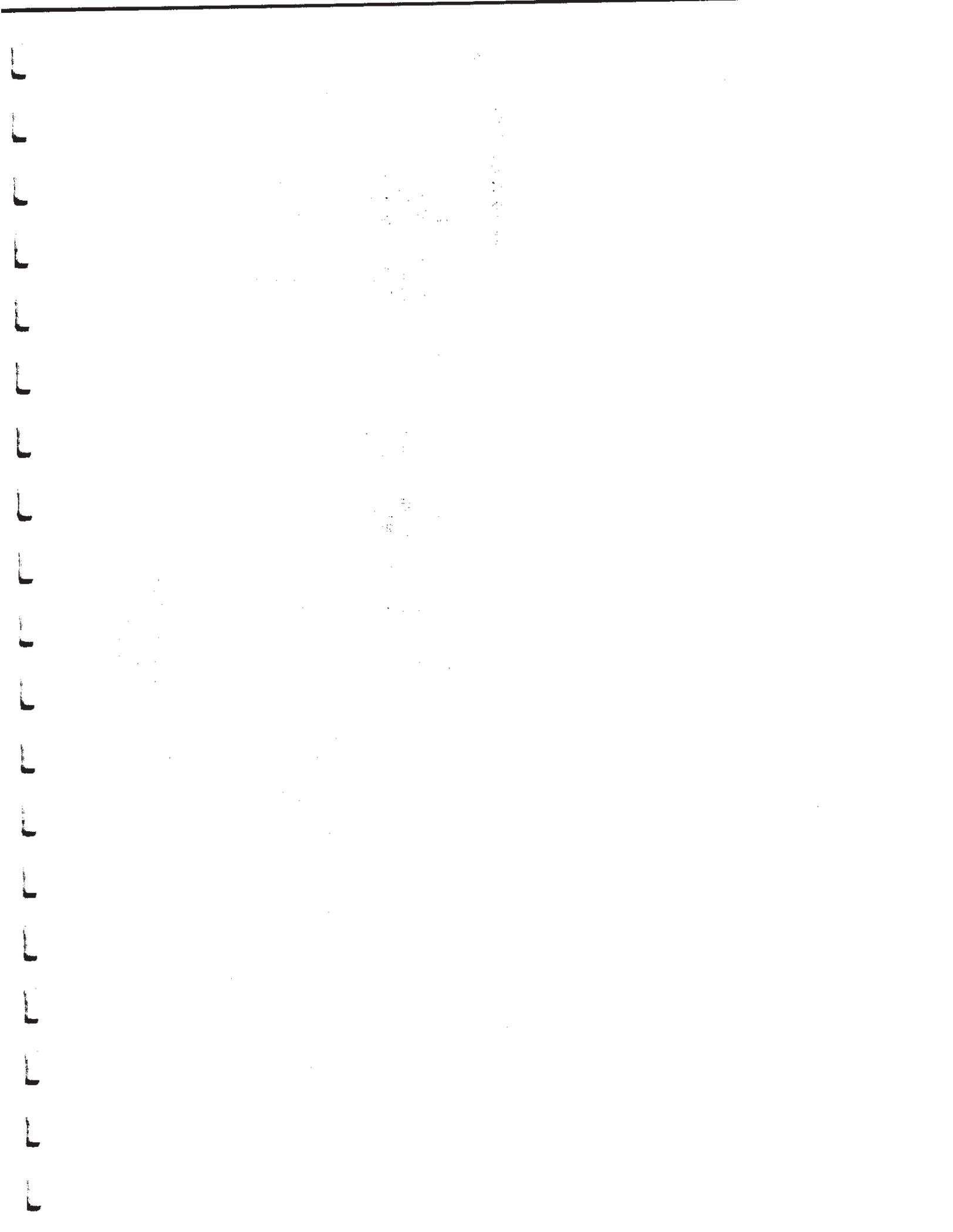
\* BASED ON 40.00 HOURS



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/14 '01**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*	
A060	50211.20	51417.60	52707.20	54017.60	55432.00	56784.00	58219.20	59675.20	61152.00	62732.80	64230.40	65873.60	ANNUAL MONTHLY BIWKLY HOURLY*
	4184.27	4284.80	4392.27	4501.47	4732.00	4851.60	4972.93	5096.00	5227.73	5352.53	5489.47	5628.40	ANNUAL MONTHLY BIWKLY HOURLY*
	1931.20	1977.60	2027.20	2077.60	2132.00	2239.20	2295.20	2352.00	2412.80	2470.40	2533.60	2598.40	ANNUAL MONTHLY BIWKLY HOURLY*
	24.14	24.72	25.34	25.97	26.65	27.30	27.99	28.69	29.40	30.16	30.88	31.67	ANNUAL MONTHLY BIWKLY HOURLY*
L	67516.80												ANNUAL MONTHLY BIWKLY HOURLY*
	5626.40												ANNUAL MONTHLY BIWKLY HOURLY*
	2596.80												ANNUAL MONTHLY BIWKLY HOURLY*
	32.46												ANNUAL MONTHLY BIWKLY HOURLY*
D001	31387.20	33841.60	37336.00	38334.40	39249.60	40248.00	41184.00	42161.60	43243.20	44366.40	45468.80	46592.00	ANNUAL MONTHLY BIWKLY HOURLY*
	2615.60	2820.13	3111.33	3194.53	3270.80	3354.00	3432.00	3513.47	3603.60	3697.20	3789.07	3882.67	ANNUAL MONTHLY BIWKLY HOURLY*
	1207.20	1301.60	1436.00	1474.40	1509.60	1548.00	1584.00	1621.60	1663.20	1706.40	1748.80	1792.00	ANNUAL MONTHLY BIWKLY HOURLY*
	15.09	16.27	17.95	18.43	18.87	19.35	19.80	20.27	20.79	21.33	21.86	22.40	ANNUAL MONTHLY BIWKLY HOURLY*

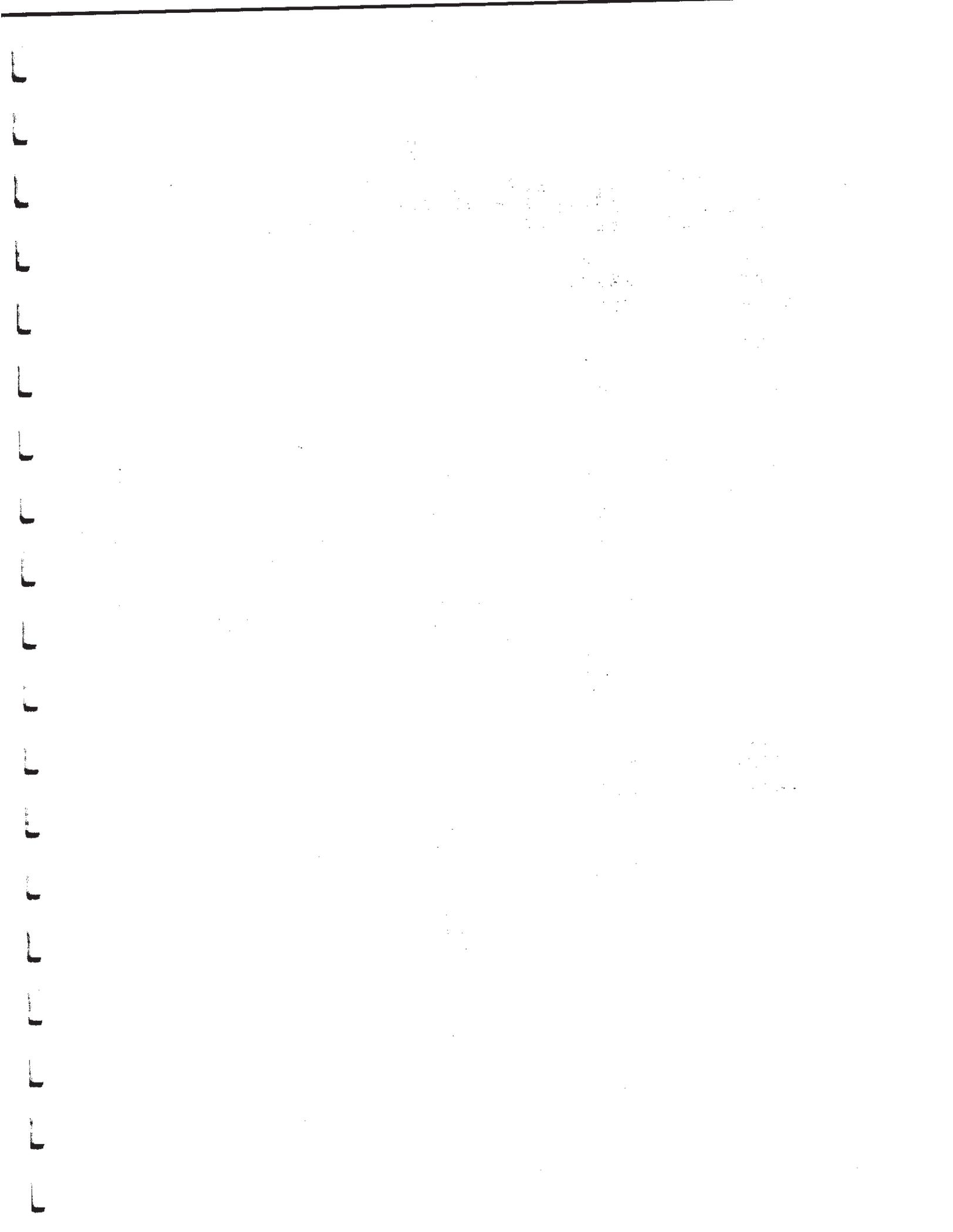
\* BASED ON 40.00 HOURS



**APPENDIX E**  
**SCHEDULE 05 PAY RANGE AMOUNTS**  
**FLORIDA STATE LODGE**  
**FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA**  
**EFFECTIVE 10/14/01**

U001	aa	bb	cc	dd	ee	ff	gg	A	B	C	D	E	ANNUAL MONTHLY BIWKLY HOURLY
	22838.40	23400.00	23982.40	24523.20	25147.20	25812.80	26395.20	27081.60	27726.40	28475.20	29140.80	29910.40	
	1903.20	1950.00	1998.53	2043.60	2095.60	2151.07	2199.60	2256.80	2310.53	2372.93	2428.40	2492.53	
	878.40	900.00	922.40	943.20	967.20	992.80	1015.20	1041.60	1066.40	1095.20	1120.80	1150.40	
	10.98	11.25	11.53	11.79	12.09	12.41	12.69	13.02	13.33	13.69	14.01	14.38	
	F	G	H	I	J	K	L						ANNUAL MONTHLY BIWKLY HOURLY
	30596.80	31387.20	32177.60	32988.80	33841.60	34673.60	35505.60						
	2549.73	2615.60	2681.47	2749.07	2820.13	2889.47	2958.80						
	1176.80	1207.20	1237.60	1268.80	1301.60	1333.60	1365.60						
	14.71	15.09	15.47	15.86	16.27	16.67	17.07						

\*BASED ON 40.00 HOURS.



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/13/02**

RANGE/STEP	A019										A020										A021										A022										A023																																																																																																																																																																										
	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G																																																																																																																																																																									
15579.20	16889.60	18158.40	19468.80	20758.40	22089.60	23379.20	19177.60	19676.80	20176.00	20716.80	21299.20	21736.00	22339.20	22900.80	23524.80	24107.20	24710.40	25251.20	25896.00	19676.80	20176.00	20716.80	21299.20	21736.00	22339.20	22900.80	23524.80	24107.20	24710.40	25251.20	25896.00	1639.73	1681.33	1726.40	1774.93	1811.33	1861.60	1908.40	1960.40	2008.93	2059.20	2104.27	2158.00	756.80	776.00	796.80	819.20	836.00	859.20	880.80	904.80	927.20	950.40	971.20	996.00	9.46	9.70	9.96	10.24	10.45	10.74	11.01	11.31	11.59	11.88	12.14	12.45	20176.00	20716.80	21299.20	21736.00	22339.20	22900.80	23524.80	24107.20	24710.40	25251.20	25896.00	26582.40	1681.33	1726.40	1774.93	1811.33	1861.60	1908.40	1960.40	2008.93	2059.20	2104.27	2158.00	2215.20	776.00	796.80	819.20	836.00	859.20	880.80	904.80	927.20	950.40	971.20	996.00	1022.40	9.70	9.96	10.24	10.45	10.74	11.01	11.31	11.59	11.88	12.14	12.45	12.78	20176.00	21299.20	21736.00	22339.20	22900.80	23524.80	24107.20	24710.40	25251.20	25896.00	26582.40	27185.60	1726.40	1774.93	1811.33	1861.60	1908.40	1960.40	2008.93	2059.20	2104.27	2158.00	2215.20	2265.47	796.80	819.20	836.00	859.20	880.80	904.80	927.20	950.40	971.20	996.00	1022.40	1045.60	9.96	10.24	10.45	10.74	11.01	11.31	11.59	11.88	12.14	12.45	12.78	13.07	20176.80	21299.20	21736.00	22339.20	22900.80	23524.80	24107.20	24710.40	25251.20	25896.00	26582.40	27185.60	1726.40	1774.93	1811.33	1861.60	1908.40	1960.40	2008.93	2059.20	2104.27	2158.00	2215.20	2265.47	796.80	819.20	836.00	859.20	880.80	904.80	927.20	950.40	971.20	996.00	1022.40	1045.60	9.96	10.24	10.45	10.74	11.01	11.31	11.59	11.88	12.14	12.45	12.78	13.07

\* BASED ON 40.00 HOURS

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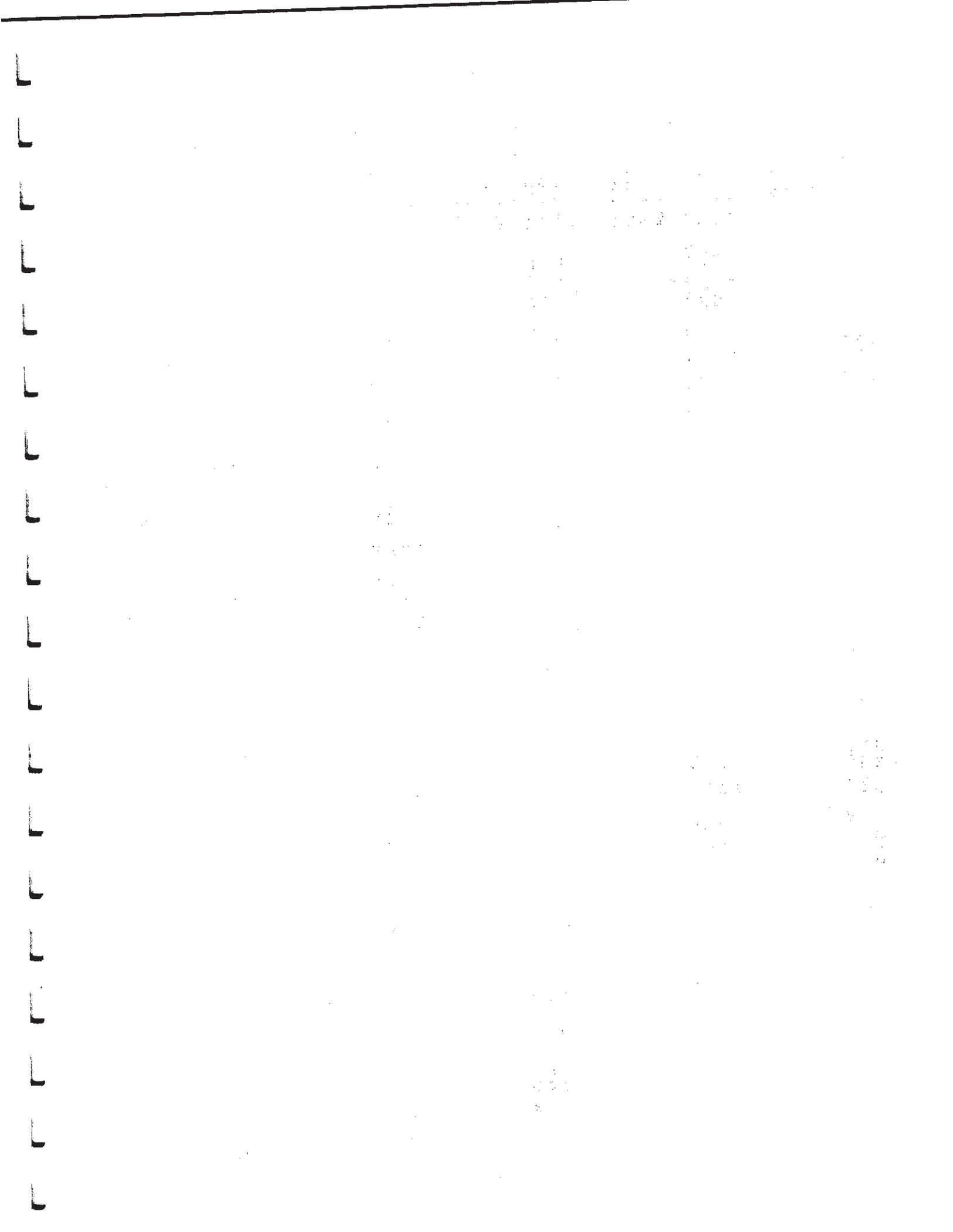


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**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/13/02**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A028 L 31512.00 2626.00 1212.00 15.15	24107.20	25251.20	25896.00	26582.40	27185.60	27892.80	28558.40	29328.00	30014.40	30804.80	31512.00	31512.00
aa	2059.20	2104.27	2158.00	2215.20	2265.47	2324.40	2379.87	2444.00	2501.20	2567.07	2626.00	2626.00
A029	927.20	971.20	996.00	1022.40	1045.60	1072.80	1098.40	1128.00	1154.40	1184.80	1212.00	1212.00
aa	11.59	12.14	12.45	12.78	13.07	13.41	13.73	14.10	14.43	14.81	15.15	15.15
A030 L 32323.20 2693.60 1243.20 15.54	24710.40	25251.20	25896.00	26582.40	27185.60	27892.80	28558.40	29328.00	30014.40	30804.80	31512.00	32323.20
aa	2059.20	2104.27	2158.00	2215.20	2265.47	2324.40	2379.87	2444.00	2501.20	2567.07	2626.00	2693.60
A031	950.40	971.20	996.00	1022.40	1045.60	1072.80	1098.40	1128.00	1154.40	1184.80	1212.00	1243.20
aa	11.88	12.14	12.45	12.78	13.07	13.41	13.73	14.10	14.43	14.81	15.15	15.54
A032 L 33987.20 2832.27 1307.20 16.34	25251.20	25896.00	26582.40	27185.60	27892.80	28558.40	29328.00	30014.40	30804.80	31512.00	32323.20	33134.40
aa	2104.27	2158.00	2215.20	2265.47	2324.40	2379.87	2444.00	2501.20	2567.07	2626.00	2693.60	2761.20
A033	971.20	996.00	1022.40	1045.60	1072.80	1098.40	1128.00	1154.40	1184.80	1212.00	1243.20	1274.40
aa	12.14	12.45	12.78	13.07	13.41	13.73	14.10	14.43	14.81	15.15	15.54	15.93
A034 L 34860.80 2905.07 1340.80 16.76	25896.00	26582.40	27185.60	27892.80	28558.40	29328.00	30014.40	30804.80	31512.00	32323.20	33134.40	33987.20
aa	2158.00	2215.20	2265.47	2324.40	2379.87	2444.00	2501.20	2567.07	2626.00	2693.60	2761.20	2832.27
A035	996.00	1022.40	1045.60	1072.80	1098.40	1128.00	1154.40	1184.80	1212.00	1243.20	1274.40	1307.20
aa	12.45	12.78	13.07	13.41	13.73	14.10	14.43	14.81	15.15	15.54	15.93	16.34

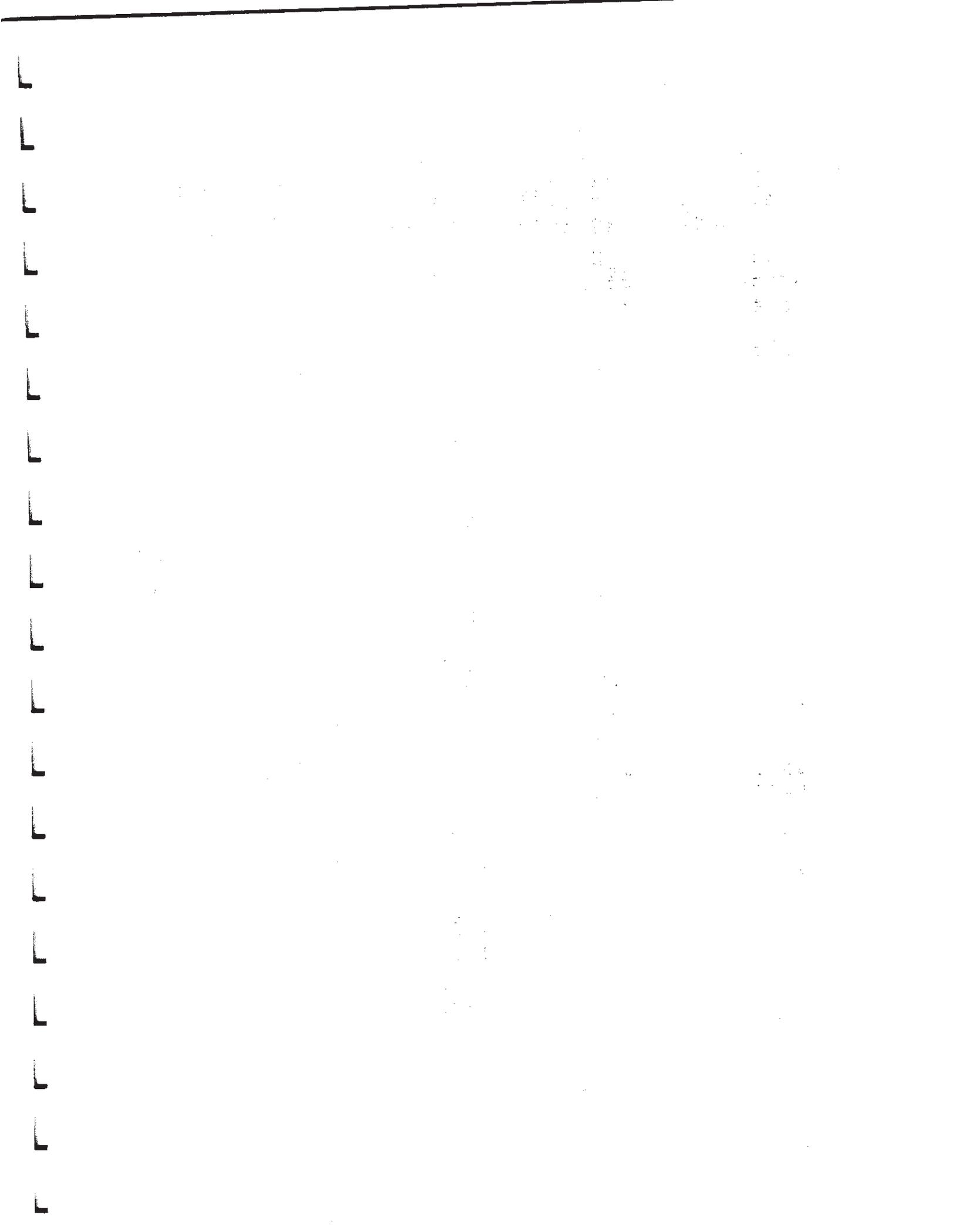
\* BASED ON 40.00 HOURS



**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/13/02**

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A033												
aa	26582.40	27185.60	27892.80	28558.40	29328.00	30014.40	30804.80	31512.00	32323.20	33134.40	33987.20	34860.80
L	2215.20	2265.47	2324.40	2379.87	2444.00	2501.20	2567.07	2626.00	2693.60	2761.20	2832.27	2905.07
	1022.40	1045.60	1072.80	1098.40	1128.00	1154.40	1184.80	1212.00	1243.20	1274.40	1307.20	1340.80
	12.78	13.07	13.41	13.73	14.10	14.43	14.81	15.15	15.54	15.93	16.34	16.76
A034												
aa	35713.60	27892.80	28558.40	29328.00	30014.40	30804.80	31512.00	32323.20	33134.40	33987.20	34860.80	35713.60
L	2976.13	2324.40	2379.87	2444.00	2501.20	2567.07	2626.00	2693.60	2761.20	2832.27	2905.07	2976.13
	1373.60	1072.80	1098.40	1128.00	1154.40	1184.80	1212.00	1243.20	1274.40	1307.20	1340.80	1373.60
	17.17	13.41	13.73	14.10	14.43	14.81	15.15	15.54	15.93	16.34	16.76	17.17
A035												
aa	36556.40	28558.40	29328.00	30014.40	30804.80	31512.00	32323.20	33134.40	33987.20	34860.80	35713.60	36556.40
L	3047.20	2379.87	2444.00	2501.20	2567.07	2626.00	2693.60	2761.20	2832.27	2905.07	2976.13	3047.20
	1406.40	1098.40	1128.00	1154.40	1184.80	1212.00	1243.20	1274.40	1307.20	1340.80	1373.60	1406.40
	17.58	13.73	14.10	14.43	14.81	15.15	15.54	15.93	16.34	16.76	17.17	17.58
A036												
aa	37523.20	29328.00	30014.40	30804.80	31512.00	32323.20	33134.40	33987.20	34860.80	35713.60	36556.40	37523.20
L	3126.93	2444.00	2501.20	2567.07	2626.00	2693.60	2761.20	2832.27	2905.07	2976.13	3047.20	3126.93
	1443.20	1128.00	1154.40	1184.80	1212.00	1243.20	1274.40	1307.20	1340.80	1373.60	1406.40	1443.20
	18.04	14.10	14.43	14.81	15.15	15.54	15.93	16.34	16.76	17.17	17.58	18.04
A037												
aa	38459.20	30014.40	30804.80	31512.00	32323.20	33134.40	33987.20	34860.80	35713.60	36556.40	37523.20	38459.20
L	3204.93	2501.20	2567.07	2626.00	2693.60	2761.20	2832.27	2905.07	2976.13	3047.20	3126.93	3204.93
	1479.20	1154.40	1184.80	1212.00	1243.20	1274.40	1307.20	1340.80	1373.60	1406.40	1443.20	1479.20
	18.49	14.43	14.81	15.15	15.54	15.93	16.34	16.76	17.17	17.58	18.04	18.49

\* BASED ON 40.00 HOURS



APPENDIX E  
 SCHEDULE 05 PAY RANGE AMOUNTS  
 FLORIDA STATE LODGE  
 FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
 EFFECTIVE 10/13/02

RANGE/STEP	A	B	C	D	E	F	G	H	I	J	K	ANNUAL MONTHLY BIWKLY HOURLY*
A037												
L												
39478.40												
3289.87												
1518.40												
18.98												
aa												
A038												
30014.40	30804.80	31512.00	32323.20	33134.40	33987.20	34860.80	35713.60	36566.40	37523.20	38459.20	39478.40	40435.20
2501.20	2567.07	2626.00	2693.60	2761.20	2832.27	2905.07	2976.13	3047.20	3126.93	3204.93	3289.87	3369.60
1154.40	1184.80	1212.00	1243.20	1274.40	1307.20	1340.80	1373.60	1406.40	1443.20	1479.20	1518.40	1555.20
14.43	14.81	15.15	15.54	15.93	16.34	16.76	17.17	17.58	18.04	18.49	18.98	19.44
L												
40435.20												
3369.60												
1555.20												
19.44												
aa												
A039												
30804.80	31512.00	32323.20	33134.40	33987.20	34860.80	35713.60	36566.40	37523.20	38459.20	39478.40	40435.20	41454.40
2567.07	2626.00	2693.60	2761.20	2832.27	2905.07	2976.13	3047.20	3126.93	3204.93	3289.87	3369.60	3454.53
1184.80	1212.00	1243.20	1274.40	1307.20	1340.80	1373.60	1406.40	1443.20	1479.20	1518.40	1555.20	1594.40
14.81	15.15	15.54	15.93	16.34	16.76	17.17	17.58	18.04	18.49	18.98	19.44	19.93
L												
41454.40												
3454.53												
1594.40												
19.93												
aa												
A040												
31512.00	32323.20	33134.40	33987.20	34860.80	35713.60	36566.40	37523.20	38459.20	39478.40	40435.20	41454.40	42411.20
2626.00	2693.60	2761.20	2832.27	2905.07	2976.13	3047.20	3126.93	3204.93	3289.87	3369.60	3454.53	3534.27
1212.00	1243.20	1274.40	1307.20	1340.80	1373.60	1406.40	1443.20	1479.20	1518.40	1555.20	1594.40	1631.20
15.15	15.54	15.93	16.34	16.76	17.17	17.58	18.04	18.49	18.98	19.44	19.93	20.39
L												
42411.20												
3534.27												
1631.20												
20.39												
aa												
A041												
32323.20	33134.40	33987.20	34860.80	35713.60	36566.40	37523.20	38459.20	39478.40	40435.20	41454.40	42411.20	43430.40
2693.60	2761.20	2832.27	2905.07	2976.13	3047.20	3126.93	3204.93	3289.87	3369.60	3454.53	3534.27	3619.20
1243.20	1274.40	1307.20	1340.80	1373.60	1406.40	1443.20	1479.20	1518.40	1555.20	1594.40	1631.20	1670.40
15.54	15.93	16.34	16.76	17.17	17.58	18.04	18.49	18.98	19.44	19.93	20.39	20.88
L												
43430.40												
3619.20												
1670.40												
20.88												

\* BASED ON 40.00 HOURS



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**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/13/02**

RANGE/STEP	A042										A043										A044										A045										A046																																																																																																																		
	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K	A	B	C	D	E	F	G	H	I	J	K																																																																																																				
33134.40	33987.20	34860.80	35713.60	36566.40	37523.20	38459.20	39478.40	40435.20	41454.40	42411.20	43430.40	2761.20	2832.27	2905.07	2976.13	3047.20	3126.93	3204.93	3289.87	3369.60	3454.53	3534.27	3619.20	1274.40	1307.20	1340.80	1373.60	1406.40	1443.20	1479.20	1518.40	1555.20	1594.40	1631.20	1670.40	15.93	16.34	16.76	17.17	17.58	18.04	18.49	18.98	19.44	19.93	20.39	20.88	44532.80	3711.07	1712.80	21.41	33987.20	2832.27	1307.20	16.34	34860.80	2905.07	1340.80	16.76	35713.60	2976.13	1373.60	17.17	36566.40	3047.20	1406.40	17.58	37523.20	3126.93	1443.20	18.04	38459.20	3204.93	1479.20	18.49	39478.40	3289.87	1518.40	18.98	40435.20	3369.60	1555.20	19.44	41454.40	3454.53	1594.40	19.93	42411.20	3534.27	1631.20	20.39	43430.40	3619.20	1670.40	20.88	44532.80	3711.07	1712.80	21.41	45697.60	3808.13	1757.60	21.97	46841.60	3903.47	1801.60	22.52	47985.60	3998.80	1845.60	23.07																																												
44532.80	3711.07	1712.80	21.41	33987.20	2832.27	1307.20	16.34	34860.80	2905.07	1340.80	16.76	35713.60	2976.13	1373.60	17.17	36566.40	3047.20	1406.40	17.58	37523.20	3126.93	1443.20	18.04	38459.20	3204.93	1479.20	18.49	39478.40	3289.87	1518.40	18.98	40435.20	3369.60	1555.20	19.44	41454.40	3454.53	1594.40	19.93	42411.20	3534.27	1631.20	20.39	43430.40	3619.20	1670.40	20.88	44532.80	3711.07	1712.80	21.41	45697.60	3808.13	1757.60	21.97	46841.60	3903.47	1801.60	22.52	47985.60	3998.80	1845.60	23.07																																																																																												
45697.60	3808.13	1757.60	21.97	44532.80	3711.07	1712.80	21.41	45697.60	3808.13	1757.60	21.97	46841.60	3903.47	1801.60	22.52	47985.60	3998.80	1845.60	23.07	48841.60	4084.16	1937.60	24.52	49785.60	4179.53	2024.60	25.97	50729.60	4274.90	2112.60	27.42	51673.60	4370.27	2200.60	28.87	52617.60	4465.64	2288.60	30.32	53561.60	4560.98	2376.60	31.77	54505.60	4656.32	2464.60	33.22	55449.60	4751.66	2552.60	34.67	56393.60	4847.34	2640.60	36.12	57337.60	4942.40	2726.60	37.57	58281.60	5038.40	2812.60	39.02	59225.60	5133.40	2898.60	40.47	60169.60	5228.40	2984.60	41.92	61113.60	5323.40	3070.60	43.37	62057.60	5418.40	3156.60	44.82	63001.60	5513.40	3242.60	46.27	63945.60	5608.40	3328.60	47.72	64889.60	5703.40	3414.60	49.17	65833.60	5798.40	3500.60	50.62	66777.60	5893.40	3586.60	52.07	67721.60	5988.40	3672.60	53.52	68665.60	6083.40	3758.60	54.97	69609.60	6178.40	3844.60	56.42	70553.60	6273.40	3930.60	57.87	71497.60	6368.40	4016.60	59.32	72441.60	6463.40	4102.60	60.77	73385.60	6558.40	4188.60	62.22	74329.60	6653.40	4274.60	63.67	75273.60	6748.40	4360.60	65.12	76217.60	6843.40	4446.60	66.57	77161.60	6938.40	4532.60	68.02	78105.60	7033.40	4618.60	69.47	79049.60	7128.40	4704.60	70.92	80000.00	7223.40	4790.60	72.37

\* BASED ON 40.00 HOURS



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**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/13/02**

RANGE/STEP  
L  
A046 49171.20  
4097.60  
1891.20  
23.64

ANNUAL MONTHLY BIWKLY HOURLY\*  
K  
J 47985.60 49171.20  
I 46841.60 49171.20  
H 45697.60 49171.20  
G 44532.80 49171.20  
F 43430.40 49171.20  
E 42411.20 49171.20  
D 41454.40 49171.20  
C 40435.20 49171.20  
B 39478.40 49171.20  
A 38459.20 49171.20  
aa 37523.20 49171.20

A047

3126.93 3204.93 3289.87 3369.60 3454.53 3534.27 3619.20 3711.07 3808.13 3903.47 3998.80 4097.60  
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A048

38459.20 39478.40 40435.20 41454.40 42411.20 43430.40 44532.80 45697.60 46841.60 47985.60 49171.20 50440.00  
3204.93 3289.87 3369.60 3454.53 3534.27 3619.20 3711.07 3808.13 3903.47 3998.80 4097.60 4203.33  
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39478.40 40435.20 41454.40 42411.20 43430.40 44532.80 45697.60 46841.60 47985.60 49171.20 50440.00 51708.80  
3289.87 3369.60 3454.53 3534.27 3619.20 3711.07 3808.13 3903.47 3998.80 4097.60 4203.33 4309.07  
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54288.00  
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**APPENDIX E  
SCHEDULE 05 PAY RANGE AMOUNTS  
FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
EFFECTIVE 10/13/02**

RANGE/STEP	A060										DO01						
	A	B	C	D	E	F	G	H	I	J	K	L	ANNUAL	MONTHLY	BIMWKLY	HOURLY*	
51708.80	52956.80	54288.00	55640.00	57096.00	58489.60	59966.40	61464.00	62982.40	64604.80	66164.80	67849.60	69534.40	69534.40	5836.20	486.35	40.53	3.38
4309.07	4413.07	4524.00	4636.67	4758.00	4874.13	4997.20	5122.00	5248.53	5383.73	5513.73	5654.13	5794.53	5794.53	478.71	39.89	3.32	2.82
1988.80	2036.80	2088.00	2140.00	2196.00	2249.60	2306.40	2364.00	2422.40	2484.80	2544.80	2609.60	2674.40	2674.40	218.70	18.22	1.52	1.27
24.86	25.46	26.10	26.75	27.45	28.12	28.83	29.55	30.28	31.06	31.81	32.62	33.43	33.43	2.74	0.23	0.02	0.02
69534.40	71116.00	72704.00	74296.00	75892.00	77492.00	79096.00	80704.00	82316.00	83932.00	85552.00	87176.00	88804.00	88804.00	7384.00	615.33	51.28	4.28
5794.53	5959.07	6124.00	6289.87	6456.00	6622.53	6789.60	6957.20	7125.43	7294.20	7463.53	7633.40	7803.80	7803.80	648.65	54.05	4.50	3.75
2674.40	2748.00	2822.00	2896.00	2970.00	3044.00	3118.00	3192.00	3266.00	3340.00	3414.00	3488.00	3562.00	3562.00	290.17	24.18	2.01	1.68
33.43	34.17	34.91	35.65	36.39	37.13	37.87	38.61	39.35	40.09	40.83	41.57	42.31	42.31	3.47	0.29	0.02	0.02
32323.20	34860.80	38459.20	39478.40	40435.20	41454.40	42411.20	43430.40	44532.80	45697.60	46841.60	47985.60	49129.60	49129.60	4093.30	341.11	28.43	2.37
2693.60	2905.07	3204.93	3289.87	3369.60	3454.53	3534.27	3619.20	3711.07	3808.13	3903.47	3998.80	4094.13	4094.13	332.77	27.73	2.31	1.92
1243.20	1340.80	1479.20	1518.40	1555.20	1594.40	1631.20	1670.40	1712.80	1757.60	1801.60	1845.60	1889.60	1889.60	150.14	12.51	1.04	0.87
15.54	16.76	18.49	18.98	19.44	19.93	20.39	20.88	21.41	21.97	22.52	23.07	23.62	23.62	1.97	0.16	0.01	0.01

\* BASED ON 40.00 HOURS

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**APPENDIX E  
 SCHEDULE 05 PAY RANGE AMOUNTS  
 FLORIDA STATE LODGE  
 FRATERNAL ORDER OF POLICE, INC., a/k/a FOP/FOPA  
 EFFECTIVE 10/13/02**

U001	aa	bb	cc	dd	ee	ff	gg	A	B	C	D	E	ANNUAL MONTHLY BIWKLY HOURLY
	23524.80	24107.20	24710.40	25251.20	25896.00	26582.40	27185.60	27892.80	28558.40	29328.00	30014.40	30804.80	
	1960.40	2008.93	2059.20	2104.27	2158.00	2215.20	2265.47	2324.40	2379.87	2444.00	2501.20	2567.07	
	904.80	927.20	950.40	971.20	996.00	1022.40	1045.60	1072.80	1098.40	1128.00	1154.40	1184.80	
	11.31	11.59	11.88	12.14	12.45	12.78	13.07	13.41	13.73	14.10	14.43	14.81	
	F	G	H	I	J	K	L						ANNUAL MONTHLY BIWKLY HOURLY
	31512.00	32323.20	33134.40	33987.20	34860.80	35713.60	36566.40						
	2626.00	2693.60	2761.20	2832.27	2905.07	2976.13	3047.20						
	1212.00	1243.20	1274.40	1307.20	1340.80	1373.60	1406.40						
	15.15	15.54	15.93	16.34	16.76	17.17	17.58						

\*BASED ON 40.00 HOURS.



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**APPENDIX E**  
**Communications Specialist / Trainee**

- A. The parties agree to the following with respect to appointment, reclassification and progression in the Telecommunicator and Communications Specialist classifications series:
1. The Communications Specialist Trainee shall be an examination classification job.  
  
Employees appointed as Communications Specialist Trainee shall be assigned to Step aa of Pay Range 38.
  - 1.1 In all cases, an employee who does not test proficient in fire dispatch prior to one (1) year from the date of appointment as a Communications Specialist Trainee, said employee shall be deemed as not having successfully completed the probationary period.
  - 1.2 A employee appointed as a Communications Specialist Trainee shall be considered to be in a probationary status until completion of twelve months (two hundred fifty actual work days) or upon successfully testing proficient in fire dispatch, whichever is later. When the employee has not served a probationary period in another classification it is the City's right to dismiss or retain such probationary employee at its sole, non-arbitrable discretion.
  - 1.3 In the event the Trainee has completed a probationary period in another classification and fails to successfully complete the probationary period in the Trainee class, the employee will be assigned to fill a vacancy in a job classification previously held within the Department. If no such vacancy exists, the employee will be laid off in accordance with the provisions of Article 18 - Layoff / Recall.
  - 1.4 Upon testing proficient in fire dispatch, the employee shall be reclassified to Communications Specialist, Pay Step A, and must serve a six (6) month probationary period in that classification. Such employee is eligible for annual merit increases as provide in Article 45 - Rates of Pay.
  - 1.5 An employee who fails to successfully complete the six (6) month probationary period is not eligible to return to the Trainee classification, but may be eligible for reassignment or layoff in accordance with Article 18 - Layoff / Recall if he/she has completed any twelve month probationary period.
- B. CTO Assignment Pay
1. Bargaining Unit employees shall be eligible for assignment pay in the amount of five percent (5%) of the employee's pay step when assigned as a Communications Training Officer (CTO).
  - 1.1 Appointment and removal from assignment as a CTO is at the discretion of the City. Employees assigned as CTO's must meet all established requirements and qualifications. CTO's may be required to perform supervisory responsibilities when necessary.



## APPENDIX G

### Apprentice Maintenance Worker and Utilities Serviceworker

1. Employees in the Apprentice Maintenance Worker, or Utilities Serviceworker I and II classifications (to be titled Utilities Serviceworker) shall be hired and progress through the pay range in accordance with Tables I and II respectively.
2. The performance appraisal system established in Article 45 - Rates of Pay, Sections 1 and 2 shall not apply to the Apprentice Maintenance Worker classification. Notwithstanding, such employees are required to successfully complete an original probationary period.  
  
Employees hired in the Utilities Serviceworker classification on or after October 1, 2000 shall progress through the pay steps in accordance with the provisions of Table II.
3. A Complaint Resolution Board made up of an equal number of FOP/FOPA and management representatives will meet on an as needed basis to resolve any disagreements concerning progression through the pay steps established in the Memorandum of Understanding dated August 21, 1996. Decisions of the Complaint Resolution Board are final.
4. The parties agree that other critical job performance attributes, such as attendance, ability to work with others, adherence to work and safety rules and regulations, courtesy with the public, etc., will be weighed when considering pay step increases within the pay range.
5. Management and Union will develop standardized skill based performance exams for each effected work area prior to the first round of skill based exams.
6. Management agrees that it will administer proficiency tests within a reasonable time frame.
7. The Union recognizes the need for seasonal and special projects employment with the City. Upon completion of twelve months continuous service as a full time temporary employee in the Apprentice Maintenance Worker or Utilities Serviceworker classification, the employee shall be given permanent status in such classification with seniority for purposes of layoff / recall , job opportunities and shift / vacation pick (where appropriate) dating back to the date of hire in the full time temporary position. In cases where there is no permanent position to which the employee can be assigned, the employee shall be offered the next available full time permanent opening he/she is qualified to perform in the classification.
8. The City and the Union recognize a need to review and revise the current entry-level functions of the Apprentice Municipal Maintenance Worker classification. This matter will be referred to the Pay Committee established in accordance with Article 26. The Committee will recommend appropriate hiring pay rates as well as step progression criteria. The City and the Union prior to implementation must mutually agree upon the rates of pay and step progression criteria.



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1970-1971  
1972-1973

1974-1975  
1976-1977

1978-1979  
1980-1981

**TABLE I**

**APPRENTICE MUNICIPAL MAINTENANCE WORKER  
HIRING PAY RATE AND STEP PROGRESSION CRITERIA**

**STEP A**

No relevant experience or skills - valid Class "E" driver's license.

**STEP B**

Possess CDL Class "B" learner's permit. Employee eligible to move to this step as soon as CDL Class "B" learner's permit is obtained.

**STEP C**

Possess CDL Class "B" license (if required for position, must obtain within 60 work days from date of hire). Cross-training of employee will begin after the acquisition of "B" license.

**STEP D**

Has acquired semi-skilled technical proficiency / skills in the section employed and has demonstrated proficiency by passing skill based performance exam administered by supervisor by supervisor with Union representative present.

**STEP E**

Has mastered skills and obtained full proficiency in the section employed and has demonstrated proficiency by passing skill based performance exam administered by supervisor with Union representative present. Must be knowledgeable of City layout and of applicable City policies, rules and regulations.

**STEP F**

Ability to perform tasks Step D definition noted above with little or no supervision and has demonstrated leadership ability. Eligibility for promotion to next higher classification in job series begins at this pay step.

**STEP G**

Has passed skill based performance exam noted above under Step E definition, has also been cross-trained to gain skill / knowledge required to perform next level work in one or more sections / divisions of the department, and has successfully passed a skill based performance exam administered by supervisor with Union representative present to demonstrate cross-training proficiency.

**NOTE:** Hiring supervisor has flexibility to hire employees at pay step determined by the candidate's ability to successfully pass required proficiency test and possession of required CDL "B" license.

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## ALPHABETICAL INDEX

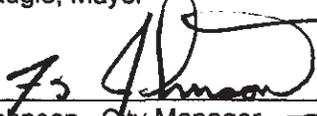
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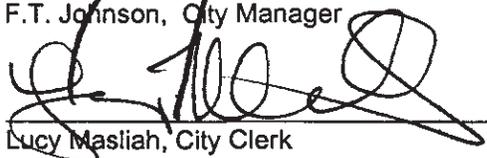


IN WITNESS WHEREOF, the parties hereto have set their hands this 4 day of October, 2001.

FOR: THE CITY OF FORT LAUDERDALE

  
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Jim Naugle, Mayor

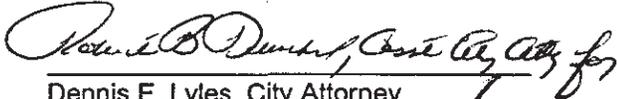
  
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F.T. Johnson, City Manager

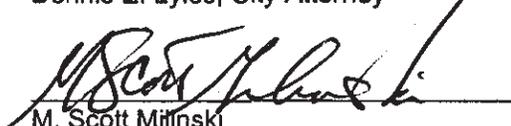
  
\_\_\_\_\_  
Lucy Masliah, City Clerk

FOR: FLORIDA STATE LODGE, FRATERNAL  
ORDER OF POLICE, INC., A/K/A FOP/FOPA

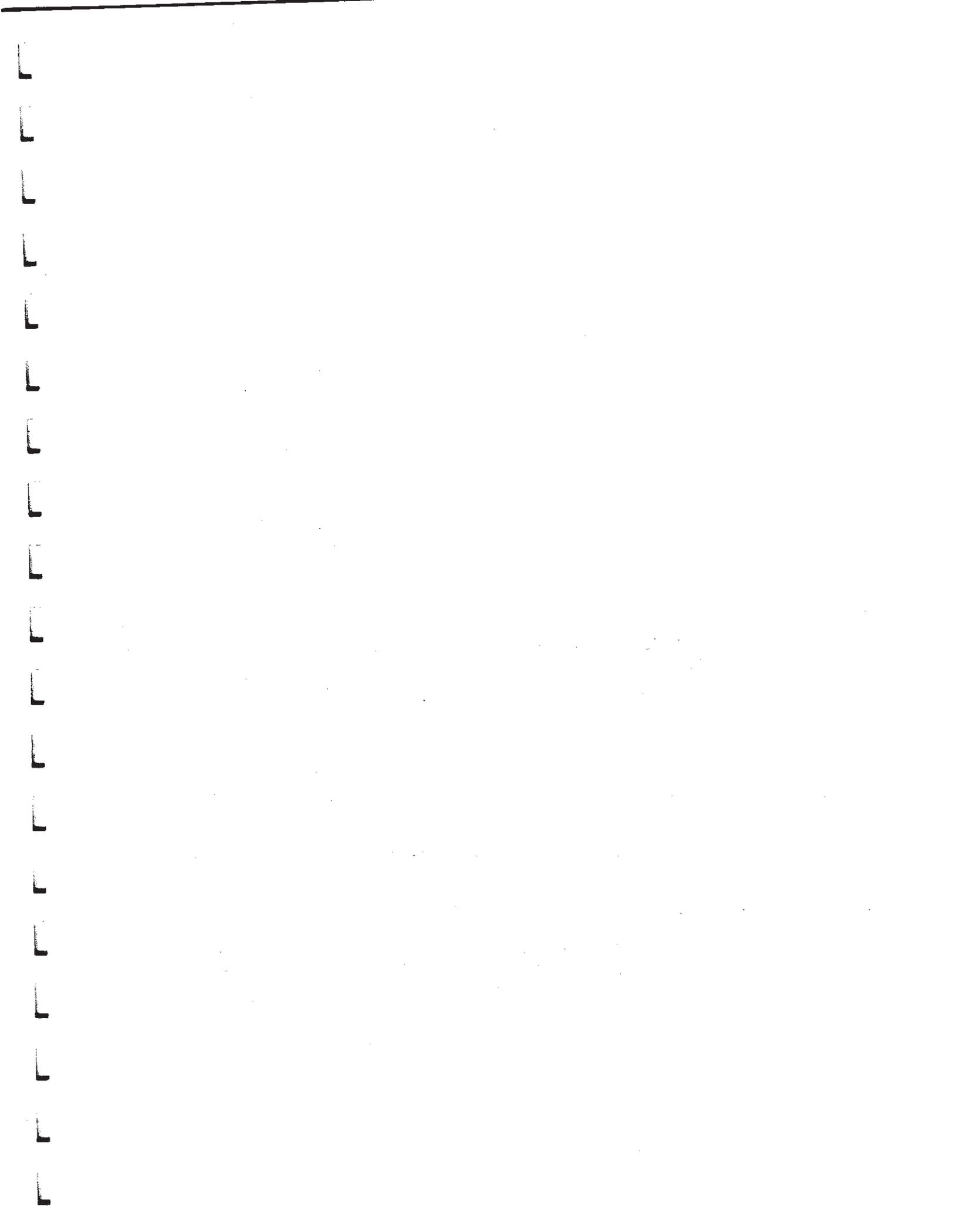
  
\_\_\_\_\_  
Joe Puleo, Staff Representative

Approved as to form:

  
\_\_\_\_\_  
Dennis E. Lyles, City Attorney

  
\_\_\_\_\_  
M. Scott Milinski  
Employee Relations Director

  
\_\_\_\_\_  
John R. Dargis  
Assistant Employee Relations Director

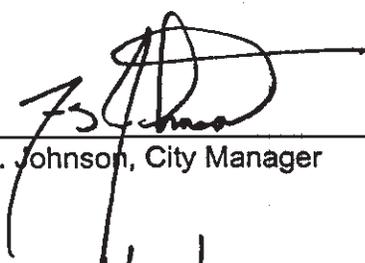


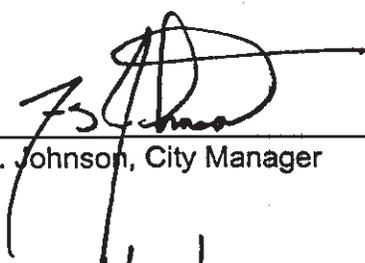
## MEMORANDUM OF UNDERSTANDING

The City and AFSCME Local 532 (Union) hereby agree that the designation of Field Training Officer (FTO) for Public Safety Aides (PSA) be implemented.

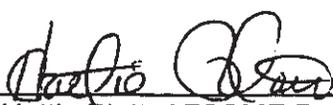
Further, the City and Union agree to the following:

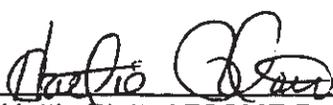
1. A predetermined number of PSA's will be selected as Field Training Officers. They will be selected from a list of eligible PSA's who have forwarded their names for consideration.
2. A PSA shall be eligible for assignment pay in the amount of \$65.00 biweekly when actually performing duties as a Field Training Officer.
3. A PSA assigned as a Field Training Officer shall be given preferential pick for selection of shift, district, and days off.
4. PSA's assigned as Field Training Officers will wear a uniform designator of their position, to be determined by the Police Chief or designee.

  
\_\_\_\_\_  
F. T. Johnson, City Manager

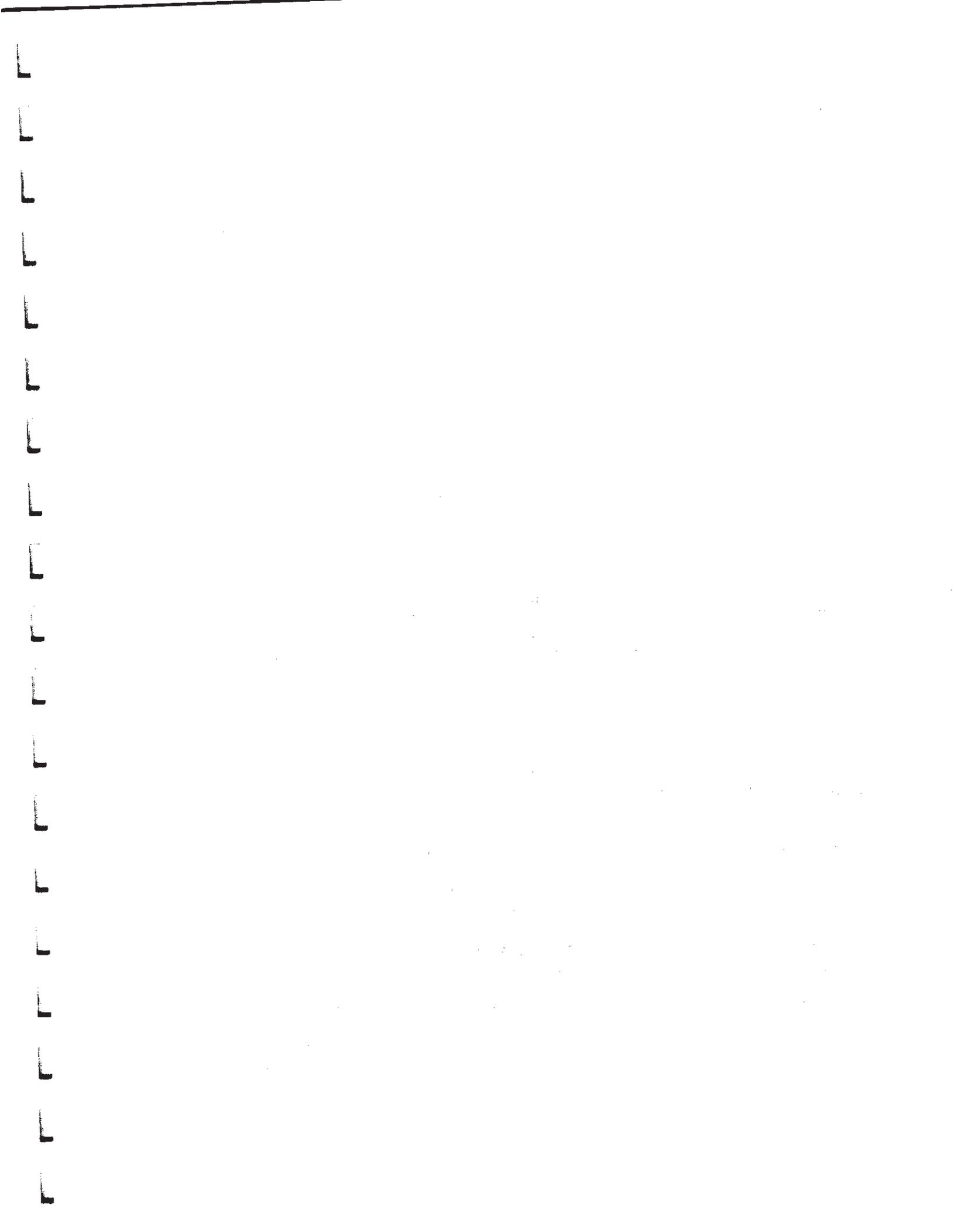
  
\_\_\_\_\_  
Date

4/18/01

  
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Hattie Platt, AFSCME President, Local 532

  
\_\_\_\_\_  
Date

4/17/01

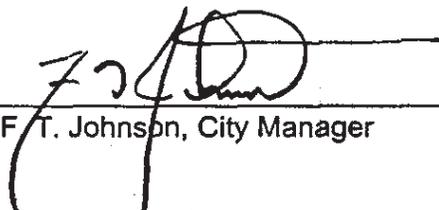


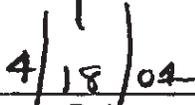
## MEMORANDUM OF UNDERSTANDING

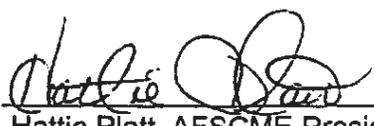
The City and AFSCME Local 532 (Union) hereby agree that the designation of Field Training Officer (FTO) for Parking Services Officer (PSO) be implemented.

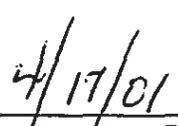
Further, the City and Union agree to the following:

1. A predetermined number of PSO's will be selected as Field Training Officers. They will be selected from a list of eligible PSO's who have forwarded their names for consideration.
2. A PSO shall be eligible for assignment pay in the amount of \$65.00 biweekly when actually performing the duties of a Field Training Officer.
3. A PSO assigned as a Field Training Officer shall be given preferential pick for selection of shift and days off.
4. PSO's assigned as Field Training Officers will wear a uniform designator of their position, to be determined by the Department Director or designee.

  
\_\_\_\_\_  
F. T. Johnson, City Manager

  
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Date

  
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Hattie Platt, AFSCME President, Local 532

  
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# FORT LAUDERDALE POLICE DEPARTMENT DETENTION DIVISION

## Memorandum of Understanding

The City of Fort Lauderdale and AFSCME local 532 have mutually agreed to the following regarding the staffing of Detention Officers at the Jail.

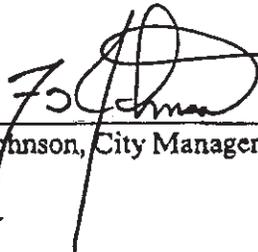
1. Current Detention Officers will rebid their days off based upon seniority and on the twenty three (23) positions (certified Officers) available.
2. This shift pick is to replace the December 2000 pick. The shift assignments will continue until December 2001.
3. The three-day maximum comp-days per month will remain, however Management has the right to cancel comp-days based upon operational necessity.
4. The new shift pick will become effective on Sunday, October 15, 2000.
5. All primary vacation dates for AFSCME members previously approved through December 31, 2000 will be honored. Primary vacations for 2001 will not take effect until January 2, 2001.
6. This Memorandum of Understanding will set no precedent for any future agreement between the parties.



Catherine Dunn, AFSCME President, Local 532

9/14/00

Date



F. T. Johnson, City Manager

9/14/00

Date

