

**PBA Collective Bargaining Agreement**  
**10/01/2018 – 9/30/2021**  
**Summary of Negotiated Changes**

**Article 7: Rules and Regulations**

- In Section 7.1 – remove “be provided with a” and replace with “have access to an electronic”; change “All Department Rules and Regulations shall be distributed to members” to “Members shall be advised of any changes to Departmental Rules and Regulations”; and add that members will sign for their copy electronically.
- Section 7.2 – deleted;

**Article 8: Labor Management Committee**

- In Section 8.1 – Add the words “up to” re: the make-up of the Management Reps;

**Article 10: Management Security**

- In Section 10.1 – change “Employer” to “City”;

**Article 11: Management Rights**

- In Section 11.1(b) – Add “The option of forfeiting annual leave in lieu of serving an unpaid suspension shall be at the sole discretion of the City Manager.”

**Article 12: Work Week and Overtime**

Language corrections:

- In Section 12.2 – change “bicycle unit” to “downtown unit and beach unit”;
- Replace “COP” with “Patrol” throughout the Article;
- In Shift Selection b) – change “during the first two weeks of January of each year” to “effective the 1st day of the second pay period in January”;
- In Shift Selection c) – change adjustment period from “June” to “July”;

**Article 14: Health Insurance and Wellness**

- In Section 14.1 – add “The City offers two (2) plan options currently named Open Access Plus plan (OAP) and Open Access Plus In-Network plan (OAPIN)”;
- In Section 14.2 – Add language re: premium cost for OAPIN in calendar year 2019 and 2020. “The employer will contribute 100% of the premium cost for employees electing single coverage on the OAPIN plan. For employees adding dependents to the OAPIN plan, the City will pay 90% toward the cost of the premium and the employee will be responsible for 10%.” Primary Care Physician Office Visits on the OAPIN plan in 2019 and 2020 are \$30.00. Add language re: premium cost for OAP beginning in calendar year 2020. “The employer will contribute 80% of the premium cost for employees electing single coverage on the OAP plan. For employees adding dependents to the OAP plan, the City will pay 80% toward the cost of the premium and the employee will be responsible for 20%. Primary Care Physician Office Visits on the OAP plan beginning in 2020 are \$25.00”.

- In Section 14.3 – add “Employees hired on or after the ratification date of this 2018-2021 Agreement shall have the option of continuing under the City’s health plan upon retirement; however, they shall be responsible for the entire cost of the health plan premium”.
- In Section 14.6 – change “Flexible Spending Account” to “Health reimbursement Account”.
- New Section 14.7 – “Each member shall have the option of completing an annual wellness preventative physical through the City’s contracted provider currently named Life Scan with the costs of the scan paid for by the City up to \$500 for each member which includes a comprehensive medical evaluation, ultrasound imaging, cardio-pulmonary assessments, vision and hearing test, and extensive laboratory blood profiles.”

#### **Article 15: Grievance Procedures and Arbitration**

- In Section 15.4, add “the Chief of Police shall forward the grievance to the City Manager or designee and it” shall be processed...

#### **Article 16: Workers’ Compensation/Supplemental Compensation**

- Delete “Supplemental Compensation” from the title and throughout the Article;
- In Section 16.1 - clean up old language and clarify how/when an employee is eligible to receive the 12 week workers’ compensation benefit;
- In Section 16.2 – clarify how the benefit may be extended;
- In Section 16.3 – clarify the grievance process;

#### **Article 17: Military Leave of Absence**

- Add “FOR TRAINING” to the title;
- In Section 17.2 – change timeframe from “thirty (30) working days in any one annual period” to “240 hours in any one fiscal year” to match state law.

#### **Article 20: Assignment Pay**

Language corrections:

- In Section 20.1 – a) delete THI and add VIN; b) replace Motorcycle Unit with Traffic Unit (Motorcycle and Traffic Homicide); c) add “but only when actually assigned and performing FTO duties”;
- In Section 20.2 – d) replace “Bicycle Unit” with “Beach and Downtown Units”; e) delete “upon ratification of this 2014-2017 Agreement”;
- In Section 20.4 – delete sub-section b) (re: bicycle unit);

#### **Article 21: Work at a Higher Rank**

- New Section 21.3: Per SOP, responsibility for documentation of shifts worked at a higher rank shall fall upon the member. For payroll purposes, documentation of approval shall be submitted no later than Wednesday following the week in which any shift at a higher rank was worked.

## **Article 26: Annual Leave**

- In Section 26.1 - delete “ Effective upon the ratification of this 2014-2017 Agreement”;
- In Section 26.4 – delete “without regard to the constraints of Resolution #74-133” (outdated language);

## **Article 27: Uniforms & Uniform Clothing Maintenance Allowance**

- In Section 27.1 – add “Battle Dress Uniform (BDU)” and change “37” rounds to “55”;
- In Section 27.2 – clarify language to read “Additional uniforms supplied by the City for specialized personnel...”; add “Street Crimes / 5 each / Trousers/BDU; and add SWAT and replace “coverall” with “BDU”;
- In Section 27.4 – add “Replacements must be requested by July 1<sup>st</sup> of each year”; clarify re-issue basis; and add “or any 6 combination”;
- In Section 27.14 – delete “upon retirement” and replace with “After twenty (20) years of service and upon separation in good standing”;
- Delete Section 27.16;

## **Article 30: Holiday and Holiday Pay**

- Language correction – change “l” to “1”;
- In Section 30.4 – change date in example;

## **Article 31: Seniority**

- Language correction – change “l” to “1”;

## **Article 33: Probationary Period**

- In Section 33.2 – delete “The continuous time” replace with “Shifts” spent as an acting sergeant or acting lieutenant “as established in Article 21”; and add “Shifts worked at a higher rank will be compiled in minimum increments of forty (40) hour blocks (4/10 hour shifts or 5/8 hour shifts) consisting of full shifts. The compiling of the qualifying days worked at a higher rank shall be the responsibility of the individual member”.
- In Section 33.6 - delete “twelve (12) weeks” and replace with “thirty (30) days or more”;

## **Article 35: Personal Security**

- In Section 35.2 – change “Risk Manager” to “Director of Human Resources”;

## **Article 37: Pension and Pension Plans**

- In Section 37.2, add: “A. Creation and inclusion of three categories of members, one category consisting of currently employed members who were hired on or before 9/30/2011 and will be eligible to retire on or before 9/30/2020 based on a normal retirement date of age 50 or 22 years of continuous service (“Group One Restored Members”); a second category consisting of currently employed members who were hired on or before 9/30/2011 and will not be eligible to retire until after 9/30/2020 based on a normal retirement date of age 50 or 22 years of continuous service (“Group Two Restored Members”); and a third

category consisting of members who were/are hired after 9/30/2011 (“Group Three Members”). “

- See attached chart for a summary of pension benefit changes that are included in Section 37.2, subsections B – F;
- Earnings in the DROP plan account of all members hired on or before September 30, 2011, shall be one of the following options: (1) the variable rate of return, which, for any month shall be the actual net rate of investment gain or investment loss on the Retirement System’s assets for the month, determined as of the last day of the month, reduced in the event of a net investment gain, or increased in the event of a net investment loss, by an administrative fee determined by the Board; or (2) equal to 6% per year, minus administrative costs; provided, however, if plan earnings exceed 6% per year, earnings in excess of 6% per year and not in excess of 12% per year shall offset the City’s cost of maintaining the DROP plan program, and plan earnings in excess of 12% per year shall be equally divided between the DROP participant and the City.
- In Section 37.2, add: “G. Add language to allow in-service distributions to retired police officers who are re-hired on a part-time basis, as permitted by the Internal Revenue Code and Treasury Regulations. In such event, the re-hired part-time police officer will not earn additional service credit in the Plan but will be paid the member’s normal retirement benefit as defined in the Ordinance.”
- Clean up language throughout the Article re: updating dates; changing “his/her” to “employee”; deleting outdated language

#### **Article 40: Vehicle Take Home**

- In Section 40.1 – delete “Effective upon the ratification of this 2014-2017 Agreement”; change “25-mile radius” to “45-mile direct line radius”; in sub-section b) change “20.1 miles or more” to “20.1 to 30 miles” and add a new tier “30.1 to 45 miles” at “\$70”; in sub-section d) add “Upon the sole discretion of the Chief of Police”;
- In Section 40.2 – change “42.1 (b)” to “40.1(b)”;

#### **Article 42: Beards**

- In Section 42.1 – delete sub-section a) re: memo to grow a beard;

#### **Article 43: Wages**

- In Section 43.1 – delete language that references the pay plan changes that were incorporated in the previous collective bargaining agreement;
- In Section 43.3 – a) add 2% effective in the first full pay period on or after April 1, 2019; in b) 2% effective in the first full pay period on or after October 1, 2019; and in c) 2% effective in the first full pay period on or after October 1, 2020; and delete language re: additional half percentage tied to GASB 67;

#### **Article 48: Duration of Agreement**

- Change dates to reflect October 1, 2018 – September 30, 2021;

# POLICE PENSION PLAN CHART

Provisions	FROZEN PLAN (Pre-Financial Urgency)	FINANCIAL URGENCY PLAN October 1, 2011	PENSION PLAN (effective from 2015 - 2018)	PROPOSED (GROUP ONE AND GROUP TWO RESTORED MEMBERS – those hired on or before 9/30/2011)	PROPOSED (GROUP THREE MEMBERS – those hired on or after 10/01/2011)
Employee Contribution	9.25%	9.25%	8% (effective May 1, 2013)	9.50%	9.50%
Multiplier	3% X 20 years + 4% for 21 year, 16% for 22 year = (80%)	2% with additional .5% until age 62	3.3% for years prior to 9/30/2011 + 3% for years after 10/01/2011	3% X 20 years + 4% for 21 year + 16% for 22 year = (80%)	3% x 21 years + 12% for 22 year = (75%)
Average Final Compensation	Best 3 Total Cash Remuneration Cap OT @ 400 hrs/yr	Best 5 consecutive of last 10 years Salary, assignment pay and longevity pay Exclude Overtime (OT) Exclude Accrual Payouts	Best 5 consecutive of last 10 years Salary, assignment pay and longevity pay Exclude Overtime (OT) Exclude Accrual Payouts	Best 3 Total Cash Remuneration Cap OT @ 300 hours	Best 5 consecutive of last 10 yrs Salary, assignment pay and longevity pay Exclude Overtime (OT) Exclude Accrual Payouts
Normal Retirement	Age 50 -or- 22 year of service	Age 55 w/10 years of service -or- Age 52 w/ 25 years of service	Age 55 with 10 years of service -or- 25 years of service	Age 50 -or- 22 years of service	Age 55 with 10 years of service -or- 22 years of service
Cost of Living Adjustment (COLA)	2% - commencing after a waiting period	No	No	2% - commencing after a waiting period	No
Post Retirement Plan	In DROP by 9/30/2011	No	Reformed Planned Retirement: >10 yrs on 9/30/2011 = up to 8 yrs; <10 yrs on 9/30/2011 = up to 5 yrs (not to exceed 30 yrs of svc)	DROP or Reformed Planned Retirement Benefit (up to 8 years - not to exceed 30 years of service)	Reformed Planned Retirement (up to 8 years - not to exceed 30 years of service)
Supplemental Distribution	Yes	No	No	Supplemental Distribution only for those members that are in the RPRB before the ratification of the CBA by both parties	No
Maximum Benefit	80%	80%	80%	80%	75%