

COLLECTIVE BARGAINING AGREEMENT

CITY OF PEMBROKE PINES

AND

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

For a Three (3) Year Term

October 1, 201~~9~~⁶ to September 30, 20~~22~~¹⁹

A blue ink signature, appearing to be 'DAN', is enclosed within a hand-drawn blue oval. The signature is written in a cursive, stylized font.

TABLE OF CONTENTS

DEFINITIONS.....	3
ARTICLE 1 JOB DESCRIPTION	7
ARTICLE 2 RECOGNITION OF EMPLOYEE ORGANIZATION	9
ARTICLE 3 LABOR/MANAGEMENT MEETINGS AND BARGAINING	10
ARTICLE 4 MANAGERIAL RIGHTS	12
ARTICLE 5 CITY REPRESENTATIVE/CITY MANAGER	14
ARTICLE 6 REPRESENTATION OF EMPLOYEE ORGANIZATION	15
ARTICLE 7 RESERVED.....	16
ARTICLE 8 NO STRIKE PROVISION	17
ARTICLE 9 TERM OF AGREEMENT	18
ARTICLE 10 PUBLIC ACCESSIBILITY TO AGREEMENT	19
ARTICLE 11 ACCESS TO PUBLIC RECORDS	20
ARTICLE 12 HOURS OF WORK AND OVERTIME	21
ARTICLE 13 COURT APPEARANCE AND TRAINING.....	2826
ARTICLE 14 TRANSFERS.....	3228
ARTICLE 15 LAW ENFORCEMENT OFFICERS BILL OF RIGHTS	3329
ARTICLE 16 TIME OFF FOR BARGAINING AGENT BUSINESS	3430
ARTICLE 17 SENIORITY PRIVILEGES AND BENEFITS.....	3531
ARTICLE 18 SICK LEAVE	3632
ARTICLE 19 PERSONAL EQUIPMENT AND UNIFORM ALLOWANCE	3834
ARTICLE 20 CIVIL SUITS.....	4137
ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURES.....	4238
ARTICLE 22 DIRECT ECONOMIC PROVISIONS	4744
ARTICLE 23 PROMOTION AND EMPLOYMENT	5248
ARTICLE 24 RESERVED.....	5551
ARTICLE 25 WAGES	5652
ARTICLE 26 LONGEVITY	6457
ARTICLE 27 LINE OF DUTY INJURY	6558
ARTICLE 28 MEAL/REST BREAK	6659
ARTICLE 29 FAMILY AND MEDICAL LEAVE.....	6760
ARTICLE 30 EDUCATIONAL REIMBURSEMENT	6861
ARTICLE 31 DUES DEDUCTIONS.....	7063
ARTICLE 32 SHIFT EXCHANGE	7164
ARTICLE 33 SENIORITY/REDUCTION IN FORCE.....	7265
ARTICLE 34 OFF DUTY DETAILS.....	7467
ARTICLE 35 RETIREMENT	7769
ARTICLE 36 DRUG AND ALCOHOL TESTING.....	7970
ARTICLE 37 LIGHT DUTY	8071
ARTICLE 38 PHYSICAL FITNESS.....	8172
ARTICLE 40 FTO OFFICERS AND FTO SERGEANTS	8374
SIGNATURE PAGE.....	8576

DEFINITIONS

1. CALENDAR WEEK/CALENDAR DAY:

Calendar week means a consecutive period of seven days, commencing at 12:00 a.m. on the first day of the payroll period. Calendar day means a twenty-four hour period, commencing at 12:01 a.m. and ending at 12:00 midnight.

2. EMPLOYEE:

The use of the words employee or employees in this Agreement shall be construed as meaning full time law enforcement personnel in the classifications of Police Sergeant, and Police officer. The term is synonymous with "bargaining unit member" or "member". Individuals classified as a SRO (School Resource Officer, Part Time Police Officer, Reserve Police Officer, etc. are not bargaining unit members and thus are not covered positions under this Collective Bargaining Agreement.

3. FULL TIME EMPLOYEE:

An employee who is regularly scheduled to work a tour of duty that averages not less than 40 hours.

4. BARGAINING AGENT or UNION:

Shall mean the Broward County Police Benevolent Association ("Broward County PBA").

5. OVERTIME RATE:

Overtime rate of pay is one and one-half (1 1/2) times the employee's regular rate of pay within the employee's proper grade and step.

6. PART-TIME-EMPLOYEE:

An employee holding a position on an hourly basis, working less than the normal work week and not entitled to City benefits.

7. POLICE OFFICER:

An officer who has satisfied the requirements of the State of Florida Police Standards and has arresting powers.

8. PROBATIONARY EMPLOYEE:

A. New Hire - an employee who is serving his/her probationary period.

B. Promotional - an employee who is serving his/her probationary period following assignment to a higher classification.

9. PROBATIONARY PERIOD (NEW HIRE):

A. ~~A.~~ New Hire - a period of time whereby the employee's performance is evaluated by his superior officers or the Chief of Police. A probationary period shall be for a period not less than 365 calendar days of continuous employment from the date of certification for a newly hired regular status employee. The normal probationary period shall be 365 calendar days of continuous uninterrupted employment. Probation does not formally end until the Chief of Police and the Director Human Resources/Risk Management has signed a personnel action form approving the end of probation. The Chief of Police may extend probationary period of newly hired employees for an additional period not to exceed 90 calendar days of continuous uninterrupted employment (The City must provide a review to the individual within ten (10) work days after the employee's supervisor is notified in writing by the employee that their probationary review has not been approved by the Chief of Police and the Director of Human Resources within the time period stated above otherwise the probationary period is ended). The Human Resources Department shall send a copy of the probation review notice to the Probationary Employee (with a notice to contact their supervisor via email if their review is not presented by the due date). The decision of the Police Chief to extend probation or to terminate an employee during probation shall be final and is not subject to review by grievance or any other form of appeal. A probationary employee whose probation is being extended shall be notified in writing of the extension not less than ten (10) calendar days prior to the date his normal probationary period would otherwise expire. (Upon request of the employee the superior officers shall counsel with a probationary employee regarding areas, which require improvement during the probationary period). During the probationary period the employee may be laid-off, disciplined, or discharged, without statement of cause, at the sole discretion of the City and such decisions shall not be subject to the grievance or arbitration process of this Agreement. Provisions as to seniority shall not apply to probationary employees; rather seniority, which is first determined by rank and subsequently by continuous service in the rank.

Seniority for certified officers is calculated by taking a sworn employee's start date with the agency and their certification date into consideration (e.g. an academy graduate hired on 7/1/2019 with a state exam certification date of 12/1/2019 is junior to a certified officer hired by the agency before 11/30/2019.

Employees hired as a Florida certified officer shall have seniority begin on the day hired with the agency. If two or more certified officers are hired on the same date, then seniority is determined by who has been certified the longest as a full time officer, regardless of state certification.

Employees who are hired first as a non-certified officer and then achieve certification shall have seniority start the day after successful completion of the SOCE. When more than one officer successfully passes the State Officer Certification Exam (SOCE) on the same day, then their seniority will be determined by their final class ranking as reported by the Broward County Police Academy. In the rare case of a tie between multiple officers in class ranking, then seniority will be determined by the lowest last four digits of their Social Security number.

If a previously certified officer starts on the same day that a new non-certified officer receives their certification, then the previously certified officer would be senior to the newly certified officer.

There is a difference between being certified and being certified eligible and in instances where a new officer has worked previously as a full time officer that should be taken into consideration into their seniority over a new officer that has only been certified, but never worked in the capacity as a full time officer.

~~shall date back to the initial or adjusted date of employment after an employee successfully completes his probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the highest final academy score. Should there be a tie in this score seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority.~~

- B. Promotional - a period of time whereby an employee who has been promoted to a higher classification is evaluated by his superior officers or the Chief of Police. Following the promotion of an employee to a higher classification that employee shall serve a probationary period in the higher classification for no less than 365 calendar days of continuous employment. Probation does not formally end until the Chief of Police and the Director Human Resources/Risk Management has signed a personnel action form approving the end of probation. The Chief of Police may extend probationary period of newly promoted employees for an additional period not to exceed 90 calendar days of continuous uninterrupted employment (The City must provide a review to the individual within 10 days after the employee's supervisor is notified in writing by the employee that their probationary review has not been approved by the Chief of Police and the Director of Human Resources within the time period stated above otherwise the probationary period is ended). The Human Resources Department shall send a copy of the probation review notice to the Probationary Employee (with a notice to contact their supervisor via email if their review is not presented by the due date). The decision of the Police Chief regarding extension of probation or to rescind the promotion and return the employee to his/her former position shall be final and is not subject to review by grievance or any other form of appeal. A probationary employee whose

probation is being extended shall be notified in writing of the extension not less than ten (10) calendar days prior to the date his normal probationary period would otherwise expire. (Upon written request of the employee the superior officers shall counsel with a probationary employee regarding areas, which require improvement during the probationary period).

- C. Extension - Probationary periods, whether following hiring or following promotion, shall automatically be extended for that period of time during which the probationary employee was not performing the normal job function for which he/she was hired or promoted. Provisions of this subsection shall not be limited by sub-section A. or B. This tolling of probationary time shall not apply to service incurred injuries when the employee can render substantial service within the classification.

10. TEMPORARY POSITION:

All positions that are not designated as permanent by the City budget.

11. TIME AND ONE-HALF RATE:

Time and one-half rate is one and a half times the employee's regular rate of pay within the employee's proper grade and step.

12. MEAL BREAK:

Unless an emergency arises each member shall be entitled to forty-five (45) minutes for mealtime per shift.

13. REST BREAK:

Unless an emergency arises each member shall be entitled to one (1) rest break per shift, not to exceed fifteen (15) minutes.

14. WORK DAY OR DAY:

Except for those specialized units as determined by the Police Chief, a workday or day is defined as ten (10) hours for employees on a 4/3 schedule and eight (8) hours for employees on a 5/2 schedule. For the purposes of benefit accrual employees on a 4/3 schedule shall accrue benefits at the rate of ten (10) hours per day and may utilize said benefits at the rate of ten (10) hours per day except for sick leave, which shall be accumulated at 96 hours per year.

ARTICLE 1 JOB DESCRIPTION

1.1: No employee covered by this Agreement shall be required to do work outside his job description, as outlined in Sections 2, 3, and 4, except under emergency conditions such as hurricane or other natural disaster, national or local emergency as declared by the President, Governor, Mayor, or City Manager. Any employee working in a position above his regular classification, except during an emergency for a period not exceeding (72) seventy-two continuous hours shall be paid at the rate of pay for the higher classification. An employee assigned to a higher classification during an emergency shall be paid his/her regular rate of pay. The duties enumerated in the job descriptions are not exclusive and are to be construed liberally in accordance with the spirit of this Agreement and the job descriptions maintained by the personnel office of the City. The Bargaining Agent will be notified of an employee working outside of his normal job description during the emergency involved.

1.2: POLICE OFFICER

Nature of work: Police work is the protection of life and property through the enforcement of laws and ordinances. He/she is responsible for the prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances.

Illustrative Tasks: Patrols an assigned area on foot, in a car, or on a motorcycle to keep law and order, prevent and discover the commission of crime, apprehend violators, direct traffic at street intersections and school crossings, and to enforce traffic and parking regulations. Checks doors and windows of business establishments, watches for and answers calls and complaints involving fire, automobile accidents, domestic disturbances, and any robbery, crime, misdemeanor or felony. At the scene of crimes, accidents, civil disturbances, natural disasters and emergencies, conducts investigations, gathers evidence, obtains witnesses and makes arrests. Prepares detailed reports and testifies or presents evidence in Court. Serves as dispatcher or answers telephones when assigned, picks up and delivers mail in emergency situations, requisitions, receives and cares for police clothing and equipment, participates in vice investigations and raids, ascertains information or accrues evidence for the arrest of persons alleged to have committed a crime. Interviews and takes statements from suspects, prisoners, complainants and witnesses. Gives advice on laws and ordinances and general information to the public, attends regular training classes in police methods, target practices and related subjects, receives transports, searches and books prisoners, inventories prisoners, personal property according to departmental policy. Serves subpoenas and warrants. Checks on operation of public places for compliance with the law. Performs related police work as required.

1.3: SERGEANT

Nature of Work: A Police Sergeant is responsible for supervising and assisting police patrol, specialized police work and traffic regulatory activities and the performance of special duties. The employee frequently participates in the work performed by subordinate personnel and assumes complete charge of specific police situations or of patrol and traffic forces during a tour of duty. Employees are given specific work instructions by superior offices on new assignments, but they work independently in the performance or regularly assigned duties. Work is supervised and evaluated through inspections and review of oral and written reports to superiors.

Illustrative Tasks:

- A. Supervises and assists in the work performed by subordinate personnel.
- B. Evaluate personnel assigned and prepare appropriate documents.
- C. Counsels, trains, reprimands and recommends other disciplinary actions as necessary and appropriate.
- D. Assign personnel to various duties/areas and assign meal breaks.
- E. Prepare roll calls and conduct roll call briefings.
- F. Enforces laws and ordinances, including traffic-related duties.
- G. Supervise personnel in the field in regards to all police-related functions and activities.
- H. Conduct and document supervisory reviews of subordinate personnel.
- I. Approves/disapproves requests for time off.
- J. Conducts inspections of vehicles, personnel and other equipment.
- K. Ensures that sufficient personnel are on-duty at all times.
- L. Ensures that sufficient other resources are available and in a serviceable condition in order to provide police service.
- M. Monitors police radio and efficiently manage calls for police service.
- N. Responds to calls for service as appropriate and necessary for proper supervision of personnel and management of crime scenes, death scenes, and other functions.
- O. Approves/disapproves police reports submitted in electronic or other form.
- P. Review officer/detective arrest affidavits (Adult and Juvenile) for accuracy and essential elements and perform police notary function.
- Q. Continually keep superiors informed of police related activities and other City and personnel issues.
- R. Assist in the budget preparation of the various Units within the Police Department.
- S. Assist in the preparation and revision of General Orders and other manuals.
- T. Responsible for the issuance of News Releases (as required) when authorized by the P.I.O.

ARTICLE 2 RECOGNITION OF EMPLOYEE ORGANIZATION

- 2.1: The City of Pembroke Pines, recognizes the Broward County Police Benevolent Association as Bargaining Agent for the following unit:

Included: All full-time sworn law enforcement personnel in the classifications of Police Sergeant, and Police Officer.

Excluded: All other employees of the City of Pembroke Pines, specifically excluding the classifications of Chief of Police, Majors and Captains, as well as School Resource Officers and Reserve Police Officers.

Nothing in this section shall be construed to prohibit sworn police officers from becoming members of the Police Benevolent Association (however, Excluded individuals will not be covered under the terms and conditions of the Collective Bargaining Agreement).

- 2.2: The bargaining unit does not include, and the bargaining agent does not represent part time or temporary employees.

ARTICLE 3 LABOR/MANAGEMENT MEETINGS AND BARGAINING

3.1: LABOR/ MANGEMENT CONFERENCES

All meetings between representatives of the Bargaining Agent and representatives of the City to discuss labor/management issues shall be held at the requests of either party upon reasonable written notice to the other party. The Bargaining Agent or the City shall in the written notice specify their respective authorized representatives and the general nature of the matter to be discussed. Upon receipt of said written notice, the notified party shall in writing, adequately inform the party giving notice of their authorized representatives for the meetings and agreed upon date and time.

3.2: COUNSEL OR REPRESENTATIVE

Counsel or advisors to representatives of the Bargaining Agent or the City may, at the will of either, attend any conference or meeting between the Bargaining Agent and the City.

3.3: ATTENDANCE AT MEETINGS

Up to three (3) members of the Employee Negotiation Committee shall be allowed time off from their regular employment when on duty with pay for the purpose of negotiating a collective bargaining agreement with the representatives of the City at no additional cost or charge to the City. Written approval must be obtained from the Police Chief prior to an employee attending a negotiating session. The Police Chief will not unreasonably withhold such approval.

One PBA City Employee Representative shall be allowed time off with pay, from his/her regular employment to attend meetings of the city commission, pension board, disciplinary action Board, or any other City Board or committee relating to benefits covered in this Agreement or County/State meetings of the PBA. Written approval must be obtained from the Police Chief prior to an employee attending the aforementioned meetings. The Police Chief will not unreasonably withhold such approval.

- 3.4 There shall be a Labor/Management Committee established to consist of two (2) members appointed by the Chief of Police and ~~three (3)~~ two (2) members appointed by the Employee Organization. The purpose of these meetings will be to discuss problems and objectives of mutual concern, not involving grievances or matters, which have been or are the subject of collective bargaining between the parties. Meetings shall be conducted on a semi-formal basis, following an agenda which shall include items submitted by any member of the committee to the Chief of Police at least five (5) working days prior to the meeting, together with such information as may be helpful in preparing a meaningful agenda program. The meetings may be requested by either party to this Agreement. The committee shall meet at a time and place designated by the Chief of Police, and the committee's recommendations shall be advisory in nature only. The committee shall determine its own rules of operation. Any matter, which needs clarification, may be discussed

by this committee. All members of the Committee shall be sworn police department personnel or members of the City Administration.

ARTICLE 4 MANAGERIAL RIGHTS

4.1: The Bargaining Agent recognizes the right of the City through the Chief of Police and City Manager to operate, manage and direct all affairs of the Police Department in accordance with their responsibilities.

4.2: These powers include, but are not limited to:

- A. To manage and direct all employees of the Police Department.
- B. To hire, re-hire, promote, transfer, schedule, assign and retain employees in positions within the Police Department and the City.
- C. To suspend, demote, discharge, lay-off, and/or take other disciplinary action against non-probationary employees for just cause.
- D. Set standards of service for all employees.
- E. Relieve employees from duty because of lack of work, lack of funds or for other legal reasons.
- F. To maintain the efficiency of the operations of the department.
- G. To determine overtime work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and public safety and terms of the Agreement.
- H. To determine the structure and organization of City government including the right to supervise, expand, sub-contract, consolidate, or merge any department and to alter, combine or reduce any division thereof.
- I. Administer internal security practices in accordance with the rights of management and the Police Officers' Bill of Rights where applicable.
- J. To determine the number of all employees who shall be employed by the City, assignments, job make-up, activities and the number of hours and shifts to be worked per week including starting, quitting and meal times of all employees.
- K. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
- L. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.
- M. To determine the equipment to be used and the manning of same.

- N. To utilize the services of volunteers. Provided that such volunteers shall not be used to perform work required to be performed by certified police officers, or to replace certified police officers, and shall not be used to circumvent any provision of this Agreement.
- 4.3: Any right, privilege or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City. Should the City fail to exercise its rights in any of the above functions from time to time, this shall not be construed or deemed a waiver of the City's prerogative to exercise any or all rights or functions listed herein.
- 4.4: The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement.
- 4.5: Every incidental duty connected with operations enumerated in job description is not always specifically described and employees, at the discretion of the City, may be required to perform duties not within their job description, but within the realm of related duties.
- 4.6: The Bargaining Agent and the City jointly recognize the need to perform maximum law enforcement services at minimum cost, and the difficult problems facing the Police Department in attaining that goal, and both hereby agree that in the best interest of both, that the employees of the Police Department will be best served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree to use their best efforts to create and maintain an atmosphere in which every department employees, efforts are aimed toward these objectives and will cooperate to these ends.
- 4.7: The City shall formulate all departmental policies and procedures including rules and regulations, which serve as a guide for the conduct, responsibilities and duties of all employees covered by this Agreement. The use, location, operation and personnel policies including care and maintenance of any equipment or property of the City used by the Police Department shall be subject to the exclusive direction and control by the City.

ARTICLE 5 CITY REPRESENTATIVE/CITY MANAGER

- 5.1: At the request of the Union the City Manager shall notify the Union in writing the name of the City's negotiating representative. The City Manager or his designated representative shall have sole authority to conclude an agreement on behalf of the City subject to ratification by official resolution of the City Commission. The designated representatives of the City are the official representatives for the purpose of negotiating an agreement. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City. It shall be the obligation of the City Manager or his designated representative to notify the employee organization in writing of any change in designation of the City's Representative for the purpose of negotiations.

The City will deal only with the authorized representatives of the Bargaining Agent in a matter requiring mutual consent or other official action called for by this Agreement. The Bargaining Agent agrees to notify the City of the names of such authorized representatives.

ARTICLE 6 REPRESENTATION OF EMPLOYEE ORGANIZATION

- 6.1: The employee organization shall be represented by a negotiating committee, said committee to be designated by the President of the Broward County PBA to the City Manager by April 1st of each year. The employee negotiating committee shall have full authority to conclude an agreement on behalf of the employee organization, subject to ratification by the bargaining unit. The employee negotiating committee is the official representative of the employee organization for the purpose of contract negotiations with the City. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the employee organization, shall be deemed unauthorized and shall have no standing, weight, or authority in committing or in any way obligating the employee organization. The employee organization shall notify the City Manager and the Chief of Police, in writing, of any change in the composition of the employee negotiating committee within ten (10) days of the change.
- 6.2: The PBA agrees that during the term of this Agreement, the PBA and employees covered hereinafter shall deal with the City Manager or his designated representative in matters requiring mutual consent or other official action during the term of this Agreement.
- 6.3: Upon request to the Chief or his designee, a PBA City Employee Representative will not be unreasonably denied the opportunity to investigate and process grievances during working hours.

ARTICLE 7 RESERVED

ARTICLE 8 NO STRIKE PROVISION

- 8.1: No employee or employee organization may participate in a strike against the City of Pembroke Pines by instigating or supporting, in any manner, a strike. Strike means the concerted absence from one's position, the concerted stoppage of work, the concerted submission of resignation, the concerted use of sick leave or disruptively demonstrating by an employee or employee group, or in the concerted abstinence in whole or part from the full, faithful and proper performance of the duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privilege, or obligations of public employment, or participating in any manner in any course of conduct which adversely affects the services of the City.
- 8.2: The City agrees not to engage in any lock-out during the term of this agreement, or to subcontract bargaining unit work if the motive for the subcontracting is to coerce or intimidate the bargaining unit.

ARTICLE 9 TERM OF AGREEMENT

- 9.1: This Agreement shall be effective October 1, 20~~19~~¹⁶ subject to ratification by the bargaining unit members and adoption by the City Commission of Pembroke Pines, FL., and shall continue until September 30, 20~~22~~¹⁹
- 9.2: This Agreement constitutes the total agreement between the parties. No term of this Agreement shall be amended, except by the mutual written consent of the parties as they may from time to time agree.
- 9.3: Any Federal, State, or Local Legislation which has an impact upon this Agreement shall be reviewed by both parties and "reopener" negotiation meetings shall occur with advice of legal counsel so as to properly adjust this Agreement to comply with the law when appropriate.
- 9.4: This Agreement shall terminate on September 30, 20~~22~~¹⁹ thereafter all terms and conditions set forth in this Agreement shall be subject to renegotiations.
- 9.5 ~~This Agreement shall not take effect until the City receives accepts, and approves, at the City's sole discretion, the actuarial impact statement implementing the new pension options addressed in Articles 25 and 35. If this condition precedent does not occur by February 28, 2018, the parties shall resume negotiations. However, salary increases shall take effect after ratification of this agreement by the PBA and the City. If the FRS is not implemented by the date above, any salary adjustments and other changes will be stopped until a successor agreement is ratified. The date may be extended if mutually agreed to be both parties.~~
- 9.5 In the event of the enactment of state or federal laws or regulations that mandate changes affecting law enforcement personnel, the City, upon written request (email is considered written request), to the PBA may reopen negotiations for terms and conditions that are governed by this Collective Bargaining Agreement.

ARTICLE 10 PUBLIC ACCESSIBILITY TO AGREEMENT

10.1: The City will post the Agreement on its web sites (intranet).

ARTICLE 11 ACCESS TO PUBLIC RECORDS

11.1: Members will have access to view documents, such as the documents listed below on the City's various intranet and internet websites:

A. Pension Board Agendas

B. City Commission Agendas

C. Police Discipline Review Agendas

D. Any notices, bulletins which the City Administration issues that would affect the terms and conditions of employment of the members of the Bargaining Agent

11.2 The City shall have the right to establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations and standard operational procedures. The City agrees to provide bargaining unit members with a copy of amendments and changes via email (the PBA will notify the City Clerk the name and email address of whom should receive such emails).

ARTICLE 12 HOURS OF WORK AND OVERTIME

- 12.1: The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except as may be specifically provided herein.
- 12.2: The basic work period for bargaining unit employees will consist of a seven (7) day work period (cycle). Hours worked in an amount less than or equal to forty- (40) in a seven (7) day work period which are assigned by the City shall be compensated at the regular hourly rate of pay. Hours worked in excess of forty -(40) in a seven (7) day work period which are assigned by the City shall be compensated for in cash (or in time off, upon mutual agreement of the employee and the City). In either case, such overtime shall be compensated at time and one half (1 1/2) the employee's rate of pay, or time off at the rate of one and one-half (1 1/2) hour for each hour worked in excess of forty—(40) hours at the overtime rate. ~~No compensatory time in lieu of overtime shall be accrued during the term of this Agreement; overtime will be paid as earned.~~
- 12.3: Employees who have earned compensatory time must use the time off during the fiscal year in which it is earned, provided that a maximum of forty (40) hours of compensatory time may be carried forward from one fiscal year to the next fiscal year. However, employees whose compensatory time accumulated exceeds the forty (40) hours on April 30, 1995 will be grandfathered at such accumulation and, therefore, will use their compensatory time accrual on April 30, 1995 as their maximum accrual. However, should such grandfathered employees reduce the amount of accrued time below that which existed on April 30, 1995, and do so before additional hours are earned, then the maximum allowable accrual shall be the amount to which it is reduced. Additional compensatory time earned in a subsequent fiscal year must be used during the fiscal year in which it is earned.

As of April 30, 2010, any compensatory time hours accumulated as of April 30, 2010 (up to the accrual max "grandfathered" as stated above) can remain in what shall be referenced as the "first comp time bank". No additional accruals will be allowed to the first comp time bank. As of May 1, 2010, employees who earn compensatory time must use the time off during the fiscal year in which it is earned, provided that a maximum of forty (40) hours of compensatory time may be carried forward from one fiscal year to the next fiscal year (non-cumulative), as stated above, in what shall be referenced as the "second comp time bank." Any time earned in excess of the forty (40) hour cap will be paid out at the employee's current rate of pay at the end of each fiscal year. An employee will be paid for any time in excess of their "grandfathered cap" hours of accrued comp time accrued in the first bank at the end of fiscal year 2010.

Employees will be permitted to use the time off within a reasonable period after making the request if it does not unduly disrupt the operations of the Police Department. However, nothing in this Agreement shall prohibit the City from substituting cash, in whole or in part, for compensatory time, at any time. Such a

substitution will not affect subsequent granting of compensatory time off in future work weeks or work periods.

Except as specified above, employees shall be paid cash for any compensatory time not utilized prior to the end of the fiscal year it is earned or in the event the employee leaves the employ of the City with compensatory time on the books. Pay in lieu of time off will be made at the regular rate earned by the employee at the time the employee receives payment.

12.4: Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Paid sick time shall not be included as hours worked for the purpose of overtime payment. Such extra compensation shall be credited toward overtime payable. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement. Other provisions of this Agreement notwithstanding, at no time will the City be required to pay time and one-half the employee's regular rate of pay unless the employee works over forty (40) hours in a seven (7) day work period.

12.5:—No employee shall authorize overtime for himself, but shall be entitled to overtime work as assigned or authorized by the Police Chief, or his designee. The City has the right to schedule overtime work as needed, and in a manner most advantageous to the City. Whenever practical an overtime roster system will be used when assigning overtime work. The system will provide a fair opportunity for each bargaining unit member who participates on a call basis for overtime by seniority, as described below. An employee called for overtime who is not available, for whatever reason, shall be charged as outlined in the current overtime bank policy. The overtime call-out policy shall be as follows:

When overtime is needed to fill a Road Patrol staffing shortage, Road Patrol officers who are working the prior shift, in order of seniority, will receive first priority for overtime. Should no on-duty officer volunteer for the overtime, the Road Patrol overtime call-out list the call-out overtime list will be utilized. Officers will initially be placed on the Road Patrol overtime call-out list in order of seniority in the department, however, once the call-out list begins, it will perpetually rotate. The call-out list will rotate just as the detail call-out list rotates. However, officers may not work more than two (2) double shifts in a row.

Furthermore, so that consistency is maintained this procedure must also be followed when there is advanced notice that overtime is needed. If there are no volunteers, the rotating call-out list will be utilized.

Officers will initially be placed on the call-out list in order of seniority within the applicable division and then by seniority for all other divisions. However, once the call-out lists begin they will perpetually rotate.

In an effort to reduce the amount of overtime needed for Alpha shift coverage, the listed procedure for filling Alpha shift overtime will be modified. To that end, a

separate overtime call-out list consisting of Bravo shift members will be established. When overtime is needed for a portion of the Alpha shift (less than six hours), to maintain minimum staffing levels, officers on the Bravo shift overtime call-out list will receive first priority for the overtime. Should no one volunteer from the Bravo shift overtime call-out list, officers who are working the prior shift, in order of seniority, will receive first priority for the overtime from the end of their shift to meet the staffing needs. Should no on-duty officer volunteer for the overtime, the general overtime call-out list will be utilized. Should no one volunteer from the general overtime call-out list, the most junior officer on the prior shift shall work the overtime from the end of their shift to meet the staffing needs. However, officers may not be forced to work overtime more than two (2) days in a row.

For the purposes of section 12.5, specialized units shall not be considered a prior shift. However, specialized units may be utilized to fill overtime whenever the overtime roster system is not practical. For example, should Alpha shift unexpectedly fall below minimum staffing levels in the middle of the shift it would not be practical to utilize the overtime call-out list at 3 o'clock in the morning. However, nothing in this section shall prevent a member of a specialized unit, who is on-duty, from volunteering to work the needed overtime.

When overtime is needed to fill a Non Road Patrol staffing shortage, the Non Road Patrol overtime call-out list will be utilized. Officers will initially be placed on the Non Road-Patrol overtime call-out list in order of seniority in the department. However, once the call-out list begins, it will perpetually rotate.

- 12.6: All employees shall be required to report to work on time, shall not leave the job early, and shall be prompt in reporting to their assigned duties.
- 12.7: Employees covered by this Agreement shall be given ten (10) calendar days' notice of any change in their regular hours of work, work week, work period, work schedule, tour of duty, or work shift, unless an emergency necessitates a quicker change. However, members of specialized units, shall be given five (5) calendar days' notice of any aforementioned change.
- 12.8: If an employee is called and required to return to his duties after having been off duty for over one (1) hour he will be paid a minimum of 3 hours at the time and one half rate unless the hours worked as a result of the call back extend into the start of the employee's scheduled work period, in which case the employee will be paid for the actual hours worked. If an employee is called in to duty more than two (2) hours prior to the start of the employee's scheduled work period, the employee will be paid a minimum of three (3) hours at the overtime rate for the period of time prior to the scheduled work period. Thereafter, the employee will be paid for the actual hours worked. Payment will be made in the form of compensatory time or wages upon mutual consent of the employee and City.

12.9: Subject to the conditions of this Article, management will prepare work schedules in periods of six (6) month blocks. Thirty (30) days prior to the block taking effect, officers will be permitted to bid for the six (6) month block by classification seniority to request a particular shift assignment. On transfer occurring between a six (6) month scheduling block, assignment shall be at the discretion of the Chief of Police. The Chief of Police or his designee will award the shift block by classification seniority. Provided that the Chief of Police shall have the right to select/assign shift assignments to insure that up to 25% of each shift is composed of employees with a minimum of four (4) years of Department Seniority with the City, and that the Chief may change any assignment consistent with the provisions of this Article. In order to insure the four (4) year minimum seniority the Chief shall move progressively through the seniority list, starting with employees with four (4) years of Department Seniority.

12.10: SHIFT BIDS

- A. Sworn personnel assigned to the Patrol Division will pick their shifts by seniority twice each year. Both picks will be for a six-month period. The first shift bid period will begin on or about April 1st, and the second will begin on or about October 1st. The exact dates may vary, due to payroll purposes, but should be no more than two (2) weeks before or after the aforementioned dates.
- B. All shift bid picks will begin by mid-January and mid-July every year, as not to interfere with off-duty detail picks. This allows officers to know their permanent schedules for the upcoming 6 month period, 1 month prior to the new period beginning (March 1st, and September 1st).
- C. For ~~each shift~~each shift bid period, all sworn Road Patrol personnel will pick their shift, team, and ~~grid/sector/zone/area~~ assignments by seniority. The Police Chief has the discretion to change the geographic designations (such as grid/sector to zone/area). The first round of picks will be made by the sergeants, followed by officers. There will be 4 rounds of picks for officers, which will be scheduled by seniority. Although zones/areas are assigned by seniority, the Chief of Police or his designee may change a zone assignment for reasonable cause. Nothing in this section shall be construed to eliminate management's rights contained in Article 4.
- D. Patrol Officers can select their grid/sector assignments by seniority during shift bid, however, the agency reserves the right to place officers in any grid/sector deemed necessary by the sergeant. The grid/sector assigned to an officer, by a sergeant on a daily basis, is unilateral and without consideration of past practice.

Note: Shift bid coordinators, after consultation with PBA representatives, will provide in writing the process whereby areas of responsibility will be selected prior to shift bids. The process will be formulated to include but not limited to factors such as equitable workload considerations, response distances, and call rotation within the CAD as set by our agency.

- E. All probationary officers will be placed on the schedule by management.
- F. All new shift bid schedules, will be posted one (1) month prior to the beginning of the upcoming six (6) month period.
- G. In an effort to improve the scheduling process, and upon mutual agreement between the Chief of Police and a representative of the PBA, modifications of the aforementioned procedures may be made.
- H. At the Chief's discretion, the team bid process may be modified.

12:11: Effective when the Mayor declares a City state of emergency and ending when that declaration expires or is declared ended, employees shall receive double time when in overtime status as described below. Double time earnings shall continue through the duration of the current shift active, at the time the City declares that the state of emergency has concluded for all overtime in the performance of regular patrol duties or assignments directly related to the state of emergency. "City Overtime" such as working at a school to take the place of an SRO who is out, working at City Hall, etc. shall not be considered for double time, unless the bargaining unit member is replacing an individual who's absence is directly related to the state of emergency. Nor shall overtime for call outs, or local, state, or federally reimbursed overtime as part of a task force be calculated at the double time rate, unless directly related to the state of emergency. Further, court and court related appearances (e.g., including, but not limited to, court testimony, depositions and driver's license hearings) held during a state of emergency shall not constitute reimbursement at the double time rate. Article 12.11 shall become effective upon the date of ratification and no retro adjustments will be made for the time period up to the date of ratification by the City Commission.

12.12: Administrative and Elective Leave

- a) Any officer directly involved in a critical or traumatic incident (e.g. being an officer who shoots a subject, regardless of whether or not the subject is injured, being shot at, being the driver or passenger in a city vehicle involved in a traffic crash resulting in serious physical injury, and/or death, etc.) may be placed on administrative leave with approval via the Chain of Command to the Chief of Police or his/her designee. During administrative leave time no details or overtime shall be authorized to be worked and officers shall only appear for pre-scheduled court appearances, and only in the event the court appearance may not be reset or continued.
- b) Based upon a case by case basis, employees may be awarded Elective Leave with pay when mutually decided upon between the City Manager and the Chief of Police. Consideration for Elective Leave with Pay might result when employees are performing non-typical law enforcement duties for events sanctioned by an entity other than the City of Pembroke Pines. Such example might include speaking activities, community engagement or similar obligations

in which a sworn police officer is authorized to represent the City of Pembroke Pines.

- c) Participation in organized athletic events not sanctioned by the City of Pembroke Pines shall not qualify for Administrative Leave or Elective Leave.

12.13: Florida First Responder Games

Employees shall be permitted 10 hours of administrative leave time taken in one lump sum (one shift), per calendar year, for participation in the sanctioned Florida First Responder Games events (e.g. this time shall only be authorized for a date when an employee is competing in an event). Employees shall only be permitted to use this time during a regularly scheduled work day and shall not be permitted to swap days to use this time. Time may only be posted as long as it will result in no overtime being necessary to fill the staffing void, and the posting of this time may not result in a staffing shortage. Should staffing remain at or above minimum, then the employee may participate while on an Administrative Day. Should staffing fall below minimum resulting in overtime being paid, then the employee will have the Administrative Day recalled and must utilize any classification of leave time from their own bank. Reverse seniority (if applicable) shall determine which employees may have their Administrative Day recalled. Employees shall be allowed to utilize their City of Pembroke Pines assigned vehicle (in accordance with all applicable agency policies) while participating in this event (car-pooling is encouraged). Use of local, state or federal task force vehicles is prohibited.

12.14: Peace Officers Memorial Day Service

Employees shall be permitted 10 hours of administrative leave time taken in one lump sum (one shift) for attendance participation in at the Peace Officers Memorial Day National Law Enforcement Officers Memorial Event held annually in Washington D.C. on May 15th. Employees shall only be permitted to use this time during a regularly scheduled work day and shall not be permitted to swap days to use this time. Time may only be posted as long as it will result in no overtime being necessary to fill the staffing void, and the posting on this time may not result in a staffing shortage. Should staffing remain at or above minimum, then the employee may participate while on an Administrative Day. Should staffing fall below minimum resulting in overtime being paid, then the employee will have the Administrative Day recalled and must utilize any classification of leave time from their own bank. Reverse seniority (if applicable) shall determine which employees may have their Administrative Day recalled.

This time shall be granted as one 10 hour block per calendar year and is valid only for the Peace Officers Memorial Day National Law Enforcement Officers Memorial Event held annually in Washington D.C. Time shall not be granted for any other local, state, national, or international event, regarding a Law Enforcement Memorial event. The authorization for this time shall be approved by a Bureau Major by a memorandum via the Chain of Command. This leave time shall not be used in conjunction with specialized unit duties. e.g. Employees

sent as representatives of the agency, such as Honor Guard, Traffic Unit, etc., shall not receive administrative time in addition to attending events as representatives of the City.

12.15: Non Patrol Overtime Call Out list.

The department shall maintain a voluntary overtime call out list for City sponsored events. Employees shall be allowed to volunteer for overtime at these events. A minimum of two hours will be paid for Non Patrol Overtime Call Out unless such overtime Overtime is in conjunction with the beginning or ending of a regular shift.

In the event overtime is needed for one of these events, the Non Patrol overtime call list shall be utilized prior to the implementation of mandatory overtime for personnel. The selection of employees for these assignments shall be based upon agency seniority utilizing a continually rotating call out list.

ARTICLE 13 COURT APPEARANCE AND TRAINING

13.1: COURT APPEARANCE

Employees will receive a minimum of three (3) hours of compensation for:

- A. Off-duty appearances as a subpoenaed witness in the Federal Court, Circuit Courts, County Court, or a deposition or statement session when such proceedings involve pending criminal cases of the City. Compensation will be at the overtime rate.
- B. Witness fees received for off -duty or on-duty appearances must be turned into the City via the Court Liaison Office.
- C. Officers shall be responsible for obtaining such fees and transporting them to the City Court Liaison Office.
- D. Officers will not receive multiple payments when they receive more than one subpoena for the same date unless the required court appearances are more than three (3) hours apart. Officers will not be compensated more than once for the same block of time.
- E. It is the sole intent of this section to prevent officers from utilizing minimal increments of paid leave time (5 hours or less) to attain overtime. However, nothing shall prevent an officer from choosing to use any increment of paid leave time without receiving compensation for a court appearance.
- F. No employee shall receive compensation for any date that the courthouse is closed due to a holiday, court holiday, State of Emergency, or other published or broadcasted courthouse closure.

~~G.~~ ~~H.~~ Employees who are on paid administrative leave or suspended with pay, shall not receive compensation for court appearances during such time as they are on paid leave.

~~H.~~ ~~I.~~ Employees on paid administrative leave shall be required to adjust their hours as reflected in the scheduling program so as to not earn overtime for mandated court appearances.

~~E.I.~~ Change the notice time for mandatory court appearance cancellation time from 1 hour to 3 hours. The agency's Court Liaison may provide cancellation notice to employees scheduled to appear for a mandatory court subpoena. When the notice is 3 hours or less from the start of the scheduled appearance, the employee shall receive compensation for the mandatory subpoena. When the notice is more than 3 hours from the start of the scheduled appearance, the employee is not eligible to receive compensation.

13.2: BROWARD COUNTY

Duty outside of Broward County shall be considered a duty assignment. Compensation will be paid only if the officer must be absent from Broward County on his day of compensation will be for eight (8) hours or length of time in court, including travel time, whichever is greatest. Length of time in court must be verified in writing by a Court Clerk.

13.3: OFF DUTY TRAINING:

In cases of Officers attending career development training courses either mandated or requested and approved, by Florida State Police Standards Commission where the Officer, upon completion, receives state incentive compensation, the City retains the right to alter days off for the period so as not to pay overtime.

Any training or travel requests, or combination of the two, that an employee requests overtime compensation for, shall have the request for overtime compensation clearly noted on the school request form, and shall require the approval of the Chief of Police prior to the commencement of such travel or training.

13.4: STAND-BY:

~~Subject to the eligibility requirements set forth herein, employees who are required by a subpoena to be on stand-by for court appearances related to their official duties will receive two (2) hours of stand-by pay for each calendar day they are under the stand-by requirement. To be eligible for stand-by pay, an employee must not have been scheduled to work on the calendar day(s) for which the employee is under subpoena or the employee utilizes a full shift of leave time. The employee must provide acceptable proof of the stand-by requirement. Employees are not eligible for overlapping payments under this article when they receive payment under sections 13.1 and 13.2 of this agreement. Stand-by hours are not hours actually worked for overtime purposes.~~

~~As of (Ratification Date), employees who qualify for stand-by pay (as a result of utilizing a full shift of leave time) shall have their earnings credited to a new bank stand-by accrual account. Stand-by earnings accrued during each fiscal year are to be utilized prior to December 31st of each calendar year. The new bank stand-by accrual account will be deemed use it or lose it, and if otherwise not utilized, will be forfeited after December 31 of each calendar year.~~

Subject to the eligibility requirements set forth herein, employees who are required by a subpoena to be on stand-by for court appearances related to their official duties will receive two (2) hours of stand-by pay for each calendar day they are under the stand-by requirement. To be eligible for stand-by pay, an employee must not have been scheduled to work on the calendar day(s) for which the employee is under subpoena or the employee utilizes a full shift of leave time. The employee must provide acceptable proof of the stand-by requirement. Employees are not eligible for overlapping payments under this article when they receive payment under sections 13.1 and 13.2 of this agreement. Stand-by hours are not hours actually worked for overtime purposes.

As of (Ratification Date), employees who qualify for stand-by pay (as a result of utilizing a full shift of leave time) shall have their earnings credited to a new bank stand-by accrual account. Stand-by earnings accrued during each fiscal year are to be utilized prior to December 31st of each calendar year. The new bank stand-by accrual account will be deemed use it or lose it, and if otherwise not utilized, will be forfeited after December 31st of each calendar year.

Employees who are awarded Bereavement Leave or Military Leave, or Administrative Leave with Pay are not eligible to receive stand by pay since no reasonable expectation to appear in court exists.

Since employees do not utilize Bereavement Leave, Military Leave, or Administrative Leave from their own accrued time banks, eligibility for stand-by is not recognized. These scheduling classifications are provided to an employee, rather than utilized/accrued by an employee.

Employees who are assigned to Administrative Leave (with or without pay) are not eligible to receive stand by pay.

Employees who are suspended from duty with pay shall have their work hours and days changed to Mon-Thu, 0800-1800. Unless otherwise noted, those employees have no obligation to report to a police facility for duty during these days and hours. However,

they shall be available upon request from the Chief of Police or designee for department obligations.

ARTICLE 14 TRANSFERS

- 14.1: It shall be the sole right of the Chief of Police to transfer employees between units (divisions, teams, FTO Officers FTO Sergeants etc.) of the Department. Transfers will not be subject to grievance or appeal. However, when a transfer means a change in work, hours, or days off; the employee shall be notified no less than ten (10) calendar days prior to the transfer in order to allow the employee to arrange for an orderly change.

ARTICLE 15 LAW ENFORCEMENT OFFICERS BILL OF RIGHTS

15.1 Nothing in this Agreement shall be construed to be a waiver or limitation on the rights of a law enforcement officer as set forth in The Florida Law Enforcement Bill of Rights, as amended- from time to time.

15.2: PBA REPRESENTATION (F.S.S. 112.532)

Whenever a member is required to submit a memorandum or written statement in conjunction with a disciplinary investigation or inquiry and it could lead to disciplinary action, the member shall have a right to consult a representative of the PBA for aid and protection, prior to the member submitting the document. The right of consultation does not apply to reports, which are customarily required in the ordinary course of law enforcement activity.

Whenever a member is questioned and such questions could lead to disciplinary action, the member shall have a right to have a representative of the PBA as well as a PBA Attorney present for the member's aid and protection.

Whenever a member is questioned as a witness during an investigation the witness may request that a PBA Representative be present during the interview and the representative may be allowed to attend at the discretion of the investigator in consultation with the Police Chief.

ARTICLE 16 TIME OFF FOR BARGAINING AGENT BUSINESS

- 16.1: A. The City agrees to establish a Bargaining Agent time pool bank consisting of one hundred and forty (140) hours per year.
- B. There ~~shall~~ will be carry over from year to year, ~~not to exceed (two hundred eighty (280) hours total.~~
- C. Employees shall be released from duty on pool time only if the needs of service permit, but such release shall not be unreasonably denied. If because of the needs of service an employee cannot be released at the time desired, the employee organization may request an alternate employee be released from duty during the desired time. Employee organization time pool hours will be used on an hour to hour basis, regardless of the employee using time pool time.
- D. All applicable rules, regulations and orders shall apply to any person on time pool release. Violations of the above mentioned rules, regulations and orders shall subject the member to regular disciplinary process currently used by the City of Pembroke Pines Police Department.
- E. Any employee covered by this agreement may voluntary contribute compensatory time and/or vacation time to the time pool. This Union time pool bank shall be carried over from year to year.
- ~~F. One PBA representative, who must be an executive board member, shall be released from duty, 20 hours per week, with pay to administer this agreement.~~
- G.F. Representatives of the PBA are permitted to address their bargaining unit members in the Police Department following roll calls, shift meetings, division meetings, team meetings, etc. regarding PBA matters and/or issues. PBA matters/issues include but are not limited to dues increases, status of negotiations, PBA endorsements (in accordance with Florida Law), change in benefits, etc. Those members discussing union matters, must be off duty. At the request of the City and/or the PBA, this Article may be re-opened in an effort to clarify this section.

ARTICLE 17 SENIORITY PRIVILEGES AND BENEFITS

17.1: Unless otherwise provided in this Agreement seniority by job classification shall be the determining factor in scheduling mealtimes, days off, hold over preference when more than one overtime holdover slot is needed, and vacation time. Deviation from the seniority principle shall not be for any arbitrary or capricious reason.

17.2: GENERAL:

If any part of this Agreement is in conflict with Federal or State Constitutions or Statutes, or provisions of the City Charter, ordinances or resolutions, such part of this Agreement shall be suspended and the appropriate provision of law shall prevail and the remainder shall not be affected thereby. During the term of this contract no ordinance or resolution passed by the Commission will supersede the provision contained herein.

17.3: Members who are covered under this Labor Agreement shall also be subject to the Rules and Regulations of the City Personnel System. If any conflicts occur between the Labor Agreement and the City's Career Service System and the rules and regulations of the City, the Labor Agreement shall take precedence.

17.4 Military Veterans will have the first opportunity to take to the day off on either Veteran's Day and Memorial Day, regardless of their seniority, provided there is at least seventy-two (72) hours notice.

17.5 A senior officer's time off request may result in a junior officer's recall from time off, provided there is at least seventy-two (72) hours notice.

ARTICLE 18 SICK LEAVE

18.1: GENERAL:

- A. Sick Leave shall accrue at the rate of one (1) workday per month, which shall be defined as eight (8) hours for a person on a four (4) day on three (3) day off schedule, or eight (8) hours on a five (5) day on two (2) day off schedule, not to exceed 96 hours per year.
- B. Sick Leave may be taken after the employee completes the first six months of his/her probationary period.
- C. Sick Leave will be charged in one-half (1/2) hour minimum increments, not to exceed ten (10) hours per shift for employees on the 4/3 schedule or eight (8) hours for employees on the 5/2 schedule.
- D. In the event that the employee is on sick leave, the Chief of Police may require proof of illness. If a reasonable belief arises that the illness is not legitimate, the Chief may require a medical certificate as to the officer's fitness for duty. Sick leave may be taken to attend to the illness of any family member of the employee's household as per article 22.4 (B).

18.2: SICK TIME PAYMENT:

- A. All members of the bargaining unit, who have served at least one (1) year with the City as a Police Officer, or Sergeant shall receive compensation of his unused sick time upon his retirement, termination, or resignation when employee is separated according to the guidelines of Section 13, City of Pembroke Pines Personnel Rules and Regulations.
- B. No reimbursement for sick time will be paid to an employee terminated for just cause.
- C. Effective May 1, 2010, employees may only accumulate up to 120 hours of sick leave. Any amount above the 120 hours will be paid to the employee at their current rate of pay (notwithstanding any days/hours already accumulated) at the end of each fiscal year. Sick leave accrual is capped at 120 hours. Any hours accumulated prior to May 1, 2010 may be maintained in a bank and utilized during an employee's employment with the City or paid out at time of termination of employment. When an employee utilizes sick time, it shall be deducted from the second bank prior to being deducted from the first bank (accrued time prior to May 1, 2010). An employee will have the option of either being paid or deferring the payment in their 457 Plan (in accordance with the rules and regulations with such plan) for any excess sick time in excess of 1000 hours accrued in their first bank at the end of fiscal year 2010.

- 18.3: Any bargaining unit member, who has exhausted the accrued sick leave, as a result of a prolonged illness shall be entitled to substitute vacation for sick leave.

18.4: SICK LEAVE / ACCRUED TIME DONATION

The purpose of the section is to allow members to donate accrued time to another member who has suffered a catastrophic illness or incident in their life so that the affected member will not have to exhaust their accrued time.

At the request of any member, members may donate hours of sick leave and/or other accrued time to a member subject to the Chief's approval.

ARTICLE 19 PERSONAL EQUIPMENT AND UNIFORM ALLOWANCE

19.1: The City agrees to provide, at its own expense, all uniforms and other equipment, excluding shoes, necessary to perform the duties of a Law Enforcement Officer in the City of Pembroke Pines. A minimum of four (4) sets of uniforms will be issued and replaced when necessary to each member (i.e. if an employee works a five-day workweek, they should receive a minimum of 5 uniforms). Members may choose which class of uniform they will be issued (i.e. long sleeve shirt, summer uniform, etc.). The City agrees to supply ~~one black rain gear slicker and one yellow or orange two piece rain suit to every member as needed. In lieu of the current footwear, e~~ Employees may wear black combat type boots or black athletic shoes of a form approved by the department.

19.2: A. The City agrees to compensate each bargaining unit member with a One Hundred and Five (\$105.00)¹ dollar per month dry cleaning allowance. All bargaining unit members assigned to the ~~Investigations Division~~ ~~Detective Bureau~~ or any individual assigned to work in regularly scheduled non-uniformed capacity as determined by the Chief (such as in IA, Backgrounds, etc.) shall be compensated with a one hundred forty dollars (\$140.00) per month dry cleaning allowance.

B. The City agrees to compensate each member assigned to the Dive Unit, Twenty-five (\$25.00) dollars per month for equipment maintenance allowance.

19.3: Except as provided herein, the City and the Bargaining Agent agree that should a bargaining unit employee be required by order of Police Chief or his designee, to utilize, or employ or otherwise make available any of his own personal property and/or equipment during the course of employment, and a loss results from such required use, the City shall replace each and every item of personal property and/or equipment forthwith or shall pay the costs of any said item and/or equipment at replacement costs, less any recovery from insurance or other sources, toward the loss. Provided that only the following personal property and/or equipment used during the course of employment shall be reimbursed/replaced up to the following maximum allowed cost:

Shoes	\$ 125 75.00
Watch	\$100.00
Knife	\$50.00
Leatherman	\$50.00
Flashlight	\$125.00
Prescription Eyewear	\$125.00
Secondary Firearm	Up to \$1,000.00

Reimbursement/Replacement shall not be required if the loss results from the employee's own negligence. If any other item not listed and required by the Chief of Police a member may request reimbursement up through the City Manager ~~whose~~ whose decision will be final.

¹ Third Year reopener Addendum

19.4: A. Each Bargaining Agent member may supply his own firearm for off duty use. The member will be authorized to carry, for on-duty use, a secondary firearm of his choice. ~~Firearms carried for off-duty use or a secondary firearm for on-duty use must meet the following requirements providing the firearm meets the following requirements:~~

1. Weapon must be of a reliable manufacture.
2. Member must prove proficiency with the weapon.
3. Must be inspected by a ~~Training Officer~~Range-officer.
4. Weapon must be in good working order.
5. Weapon must be registered with the Department.
6. ~~Weapon must be a department approved caliber utilizing department issued ammunition. Weapon must be a 38, 357, 380, 9mm, 40-caliber or 45-caliber.~~

A. ~~The standard issue sidearm for the Pembroke Pines Police will be provided by the City. the~~

B. ~~Glock model 21NS, 45-caliber, which the City will provide and maintain. The City will also provide and maintain the smaller grip, Glock model 22NS, 40 caliber, for those officers who prefer a smaller grip. (In either case, however, the~~ The City will not be responsible for cleaning the firearm. ~~.)~~ In addition, the City will provide three (3) magazines to all officers who are issued a firearm by the City. ~~Finally, the City will allow personally owned sidearm for on-duty use. However, any such sidearm must be either a Glock model 21 or model 22 and, as with the City provided sidearm, they must be maintained to or within the manufacture's specifications. Privately owned sidearm will be maintained at the users/owner expense and must be made available for inspection upon request. Upon normal retirement, a member may be presented purchase his/her service weapon for no cost\$1.00.~~

19.5: A. Each bargaining unit member who has been issued a police motor vehicle unit by the City ~~as of October 1, 1979~~, will be authorized to use the unit to and from work and home, court, off-duty details, department authorized training and schools for the duration of this Agreement. The unit shall be used for official use only per Departmental Rules and Regulations. Should the motor vehicle unit be re-called by the City, (member not allowed to use to and from work), for any reason other than a non-service incurred injury which prevents the employee from safely operating a motor vehicle, misuse, and/or as a disciplinary action, the member will receive a three (3) percent increase in his/her base pay at the proper grade and step.

- B. All employees while participating in and using take home vehicles for the purposes described in paragraphs B, C and D, below are not acting in an on-duty capacity; as such the employee; shall not be entitled to, or covered by the City for the payment, coverage or benefits afforded to on-duty employees, including but not limited to, coverage/benefits for worker's compensation. Nothing herein shall be construed to affect in any way the City's rights, privileges and immunities as are set forth in Florida Statute, Section 768.28.
- B. Participation in the take home vehicle program is restricted to employees who continuously reside within Broward, Dade or Palm Beach counties. The use of the take home vehicles under the program is restricted to the listed counties and that the vehicles cannot be taken outside of the listed counties.
- C. Employees participating in the program will be allowed to stop for shopping needed on their direct way home from work. This referred to shopping shall only be done at a shopping location within the City boundaries. This does not include using the vehicle from home to do any shopping.
- E. Employees shall be allowed to utilize assigned take home City vehicles to travel to and from a fitness center to improve the employee's physical fitness, agility and strength.
- D. Employees shall be allowed to utilize their assigned take home City Vehicle to travel to and from a firearms range in order to maintain firearms proficiency, in accordance with Departmental Policy.

19.6 Body ArmorBullet Proof Vests

At the member's request, any member may purchase their own body armorbulletproof vest, at a level no less than what the city provides. After the member purchases their vest they shall be reimbursed, with a receipt, by the City equivalent to the amount normally paid by the City for issued vests. However, in order to receive reimbursement, the member must provide the City with the manufactures name, vest's serial number, threat level, and the manufactures replacement schedule.

Upon ratification of this Agreement, those employees who purchased or were issued Level II body armor shall be grandfathered in until they are due for replacement body armor. All body armor issued or purchased after the ratification date of this Agreement shall be at the current level the agency issues.

- 19.7 Any officer who wears a police uniform on a daily basis will have the opportunity to elect to wear, at the City's expense, nylon-web gear selected by the City.

ARTICLE 20 CIVIL SUITS

- 20.1: The City shall provide a legal defense for any bargaining unit member relating to any Civil Suit as provided in Florida Statutes § 111.07 arising out of their Employment within the scope of their employment (including for any “privacy” suits brought against an officer regarding the authorized use of body cameras in accordance with Departmental Policy).
- 20.2: Body Cameras: The procedures for body camera use, activation, access to and retention of recorded data shall be as established by Florida Law and Police Department Policy.

ARTICLE 21 GRIEVANCE AND ARBITRATION PROCEDURES

- 21.1 A grievance is defined as a dispute regarding the interpretation or application of this Agreement.
- 21.2 Swift resolution of a grievance is in the interest of the City and the PBA and therefore time is considered to be of the utmost importance. Accordingly, any grievance not submitted or thereafter advanced within the time limits provided below shall be considered abandoned. Any grievance not answered or processed by the City within the time limits provided below shall be deemed denied on the final day allowed for action and grievant may advance the grievance forward provided the grievant does so timely. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties. Waivers or extensions of time deadlines shall not be inferred from the conduct of the parties.
- 21.3 For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.
- 21.4 Grievances shall be presented in the following manner:

Step 1:

In the event an employee covered by this Agreement believes that there is a basis for a grievance the employee shall first discuss the matter with the PBA. If the PBA finds the grievance has merit the PBA shall submit the grievance to the Police Chief no more than 20 days from the date of the occurrence that the employee disputes.

The PBA's grievance must be in writing, and must, at the minimum, contain:

- (a) the date of the event that gave rise to the grievance;
- (b) the specific article (s) of this Agreement allegedly violated;
- (c) the facts pertaining to or giving rise to the alleged grievances; and
- (d) the relief requested.

Step 2:

The Chief Police shall, within ten (10) calendar days after the receipt of the formal written grievance, render his decision on the grievance in writing. The Chief shall reply in writing within ten (10) calendar days of receipt of the grievance

Step 3:

In the event that the PBA is not satisfied with the disposition of the grievance by the Police Chief at Step 1, PBA may submit the grievance to the City Manager no later than ten (10) calendar days after the Police Chief's disposition.

Step 4:

The City Manager shall, within ten (10) calendar days of receipt of the grievance, render his decision in writing.

Step 5:

If not satisfied with the City Manager's disposition of the grievance, PBA may submit the grievance to arbitration.

21.5 Arbitration Phase:

- A. Whenever the Union requests arbitration in accordance with the provisions of Step 5, the City shall retain the services of Broward County Court Certified Mediation Service for the appointment of an appeals referee to serve as the arbitrator over the employee's appeal.
- B. To insure the neutrality of the arbitrator the Mediation Service shall designate one of its members to serve as the arbitrator without input or consultation with the City, employee, or the employee's Union.
- C. A hearing shall be scheduled within sixty (60) days of the date of appointment of the arbitrator. Continuances shall be granted for good cause.
- D. The City and the PBA shall agree on a pool of five (5) arbitrators from which the Mediation Service shall utilize to appoint the arbitrator. The pool may be amended every two (2) years, or as needed.
- E. The Florida Revised Arbitration Act shall apply.
- F. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing.
- G. The impartial arbitrator's fee and related expenses shall be equally divided between the parties.
- H. The cost of a court reporter and the transcript will be shared equally by the parties.
- I. For the first three hundred sixty-five (365) days of consecutive service with the CITY, an employee is probationary. Probationary employees shall have no right to utilize this arbitration procedure for any matter concerning disciplinary appeals.
- J. The PBA is not be required to process the grievance of non-members.
- K. Only the PBA may advance a grievance initiated by one of its members to arbitration.
- L. Any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

M. The limitations on the powers of the Arbitrator are as follows:

- i. The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;
- ii. The Arbitrator shall have no power to establish wage scales, or to change rates for new jobs;
- iii. The Arbitrator is confined exclusively to the question(s), which is presented to him, which question(s) must be actual and existing.
- iv. The decision of the arbitrator is final and binding.
- v. The arbitrator may sustain, reverse, or modify the discipline as he/she sees fit.

21.6: ELECTION OF REMEDIES

Except as provided in this Section bargaining unit employees shall have the option of utilizing the Discipline Review Panel or the arbitration procedure set forth in this Article, but such employee cannot use both procedures of this Article. Bargaining unit employees may use the Discipline Review Panel for grievances involving disciplinary action such as reprimands, written warnings, and suspensions of up to five (5) days. However, terminations, demotions, and suspensions of more than five (5) days are only grievable under this Article and not to the Discipline Review Panel.

21.7: Any discipline must be issued within fifteen (15) calendar days of either the:

- A. Date of the alleged offense or;
- B. Of the date of supervisory knowledge of the alleged offense or;
- C. Of the date of completion of the supervisor's investigation where the matter is investigated by the supervisor or;
- D. Of the date of completions of an internal investigation where the matter is referred for internal investigation.
- E. An investigation is not complete until the disciplinary document has received a final review and approval from the applicable authority relative to the discipline.
- F. Whenever an officer receives discipline the Police Department shall, at that time, give the employee a copy of the entire investigative file, which shall include, but not be limited to, any statements, memoranda, audio and/or video recordings and any other information obtained as a result of the investigation resulting in the discipline.

21.8: DISCIPLINE REVIEW PANEL

- A. The Panel shall hear appeals in cases involving disciplinary actions, as noted in Section 21.8 above, of permanent employees who have satisfactorily completed their new-hire probationary period.
- B. A written notification from the department head shall be submitted to a regular employee who has been disciplined notifying him/her of the rights to appeal to the Discipline Review Panel.
- C. The appeal by the employee shall be made within ten (10) working days after delivery or mailing to him/her of the written notice, by filing a written request for a hearing to the Panel in the office of the City Manager.
- D. The Panel shall set a time and a place for a hearing to be held at the earliest practicable date within thirty (30) days after the receipt of the appeal. The Panel shall notify its members, the employee, the department head and the City Manager of the time and place scheduled for the hearing.
- E. The notification to the said parties must include the name of the employee filing the appeal and the names of the Panel Members.
- F. Upon being notified of the aforementioned information, the appealing employee and the Panel Members will have ten (10) calendar days to notify the City of any existing conflict that would prohibit a board member from hearing a case. The notice shall be submitted in writing denoting the conflict in detail.
- G. If a conflict should arise between an employee and a scheduled Panel Member after the ten (10) days have expired, the City shall be notified immediately and take measures to eliminate the conflict. However, nothing shall preclude a case from moving forward if either party fails to adhere to the time limits.
- H. If an Employee Panel Member (or alternate Panel member sitting in place of a regular Employee Panel Member) of the Disciplinary Review Panel determines that he or she has a conflict with an employee who is appealing disciplinary action, then that Employee Panel Member shall recuse him/herself from the case. In such a case, an alternate member will be assigned to hear the case.
- I. If the employee appealing disciplinary action determines that a conflict exists with a Panel Member (or alternate member sitting in place of a regular Panel Member) of the Discipline Review Panel, then that Panel Member shall recuse him/herself from the case. In such a case, an alternate member will be assigned to hear the case.
- J. The Panel shall have the final decision on any said conflict.

- K. The Discipline Review Panel shall not hear any case unless five members (two City members or alternates, two Employee members or alternates, and one neutral member or alternate) are in attendance.
- L. Hearings before the Panel shall be conducted informally in accordance with the procedures established by the board and shall not be bound by formal rules of evidence.
- M. The Panel shall have the power to administer oaths, call witnesses and may complete the production of books, records and papers pertinent to any investigation or hearing authorized under these rules and regulations.
- N. All witnesses, except for the employee and the City's Representative, shall be precluded from the arbitration proceedings or Discipline Review Panel hearing, except during their testimony. In the event unforeseen rebuttal testimony becomes necessary from a witness who was not otherwise excluded under the provisions of this Section, the Discipline Review Panel or Arbitrator, whichever is applicable, may allow, in their discretion, the witness to testify if they are satisfied that such attendance was in good faith and the necessary testimony was unforeseen.
- O. The Panel will determine whether or not each of the alleged offense(s) has been proven. Any offense(s) which the Panel determines to have not been proven will be unfounded by the Panel. If all of the alleged offenses are unfounded by the Panel, the employee's appeal will be upheld in its entirety. However, if the Panel determines that the employee committed one or more of the offense(s) giving rise to the discipline, but finds that the amount or type of discipline was excessive, the Panel may, upon a three-fifths vote, reduce the discipline imposed.
- P. The Panel shall transmit its findings and decisions to the City Manager, the employee, City Commission and department head within three (3) working days after the completion of the hearing.
- Q. The Panel shall maintain a complete record of all matters submitted to the Panel for its consideration and all findings and decisions made by it. Such reports shall be made available to either party upon request.

21.11 COMPOSITION OF DISCIPLINE REVIEW PANEL

- A. The Panel shall be composed as follows:

Two (2) members shall be appointed by the City Manager, Two (2) members shall be appointed by the PBA and those four (4) members shall appoint the fifth member.

The two (2) members appointed by the City Manager shall be chosen from residents of the City of Pembroke Pines and may not be employees of the City.

The two (2) members appointed by the PBA must be certified police officers chosen from within the Pembroke Pines Police Department.

The fifth member must qualify utilizing one or both of the aforementioned criteria.

Members of the Panel shall not be related to employees of the City of Pembroke Pines.

- B. There shall be two alternate members appointed by the City Manager, and two alternate members appointed by the PBA. The regular members of the Panel shall also choose two (2) alternates for the fifth member.

The fifth member must qualify utilizing one or both of the aforementioned criteria.

Alternate members shall not be allowed to vote unless and until such time as the regularly assigned Panel Member is not in attendance.

- C. All members of the Panel shall be appointed to a two (2) year term.

ARTICLE 22 DIRECT ECONOMIC PROVISIONS

The City will provide the following benefits for the bargaining unit:

22.1: HOLIDAYS:

- A. There shall be eleven (11) holidays per year for members of the bargaining unit as follows:

Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Martin Luther King Day

Religious Preference Day - To be taken off with the mutual consent of the employee and Department Head. Religious Preference Day and Safety Day must be utilized during the fiscal year that they are earned or they will be forfeited unless a request to use them has been turned down by supervisor three times, however, request to use a religious preference day which falls on a designated City Holiday and which is declined, shall not be counted as one of the three times.

- B. In the event that one of the above named holidays occurs during the course of an employee's vacation, then the employee's vacation will be extended by one day, or the employee would be given compensatory time at straight time for said day.
- C. In the event that one of the above holidays occurs while an employee is on Sick Leave, the employee may receive Holiday Leave and shall not be charged Sick Leave on that day.
- D. Holidays may be accumulated and shall be used along with Vacation Time with the consent of the Chief of Police within the calendar year following when it is accrued. Holiday time may be taken in hourly increments with the consent of the Chief of Police, or his designee.
- E. All members of the bargaining unit shall be entitled to the rate of one times the normal hourly rate, (time or pay), in addition to regular pay for all holidays worked listed in Section A.
- F. In instances where a member of the Bargaining Unit is unable to work on his scheduled workday due to a line of duty injury, said member will be paid for any of the listed and scheduled holidays as though he had worked on the holiday. This would assure the member of being paid for each listed holiday, and would not affect any line of duty injury pay which the City would

pay said member. The effect is to be, for pay purposes, the same as if the member had worked a scheduled holiday.

- G. Within thirty (30) days of the end of each fiscal year members who so request, shall be paid up to no more than one (1) year's worth of holiday time as permitted in section 22.2 (A).
- H. If staffing permits, members may swap a day within the same period for a scheduled holiday,

22.2: VACATIONS:

- A. Each permanent full time Employee will be allowed Annual Leave with pay depending on continuous uninterrupted employment as follows: (Vacation time accrued in one (1) year may be taken at one (1) time as earned subject to the City Manager approval).

1 year through 4 years	96 hours
5 years through 9 years	136 hours
10 years and over	176 hours

- B. In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to Bereavement as described in Section IV of this Article, provided the employee notified the Department of such death and attends funeral services.
- C. Where an illness of more than three (3) days occurs during a vacation, an employee may charge this time to Sick Leave, and such time charged to Sick Leave shall not be charged against employee's Vacation Time. Employee may be required to present a Doctor's Certificate if requested by the Chief of Police.
- D. It is intended that vacation will be taken within the calendar year in which they are due. However, upon prior written approval of the Police Chief, Vacation Time may be accumulated to a maximum of twenty-four (24) days. Current year vacation is not part of the accumulated vacation. The City will pay an employee, should he leave the City's employ for all vacation due him/her, including all accumulated vacation time.
- E. Vacation leave shall be granted not less than one (1) working day or more than twenty four (24) working days in any one anniversary year.
- F. SEPARATION:
 - 1. Employees resigning voluntarily and who give a two (2) week notice of their intention to resign will receive an Annual Leave credit earned as of the date of resignation.

2. Payment for accrued vacation applies to employees who have passed their probationary period.
3. All earned Annual Leave of employees who die while in the service of the City shall be paid in cash to the spouse or estate of the employee.

Effective May 1 2010, annual leave accumulated above 320 hours will be paid out at time of termination (in accordance with City's policies) at a rate of (for current employees):

0-320 – paid out at 100% of Employee's ending salary
320 to 640 – paid out at 75% of Employee's ending salary
640 and above – paid out at 50% of Employee's ending salary

For those employees hired after April 30, 2010, annual leave accumulated above 320 hours will be paid out at time of termination (in accordance with City's policies) at a rate of:

0-320 – paid out at 100% of employee's salary
320 to 640 – paid out at 50% of Employee's ending salary
640 and above – paid out at 25% of Employee's ending salary

Any annual leave accumulated by an employee prior to April 30, 2010 shall remain in the employee's first annual leave time bank unless used by the employee while employed by the City. Upon termination of employment, employees shall be entitled to payment of 100% of the employee's first annual leave time bank accruals at their current rate of pay, in accordance with the City's policies. When an employee utilizes annual leave time it shall be deducted from the second bank prior to being deducted from the first bank (accrued time prior to May 1, 2010).

22.3: DISCRETIONARY LEAVE

The City Manager upon recommendation of the Chief of Police may grant ~~up to twenty-four (24) hours of~~ paid leave to any member covered by this Agreement whose job performance is of such exemplary or heroic nature as to warrant this special consideration. This section shall not be subject to the grievance procedure or arbitration. The Officer of the Quarter shall receive five hours of compensation (base pay) and the Officer of the Year shall receive ~~twenty~~20 hours of compensation (base pay).

22.4: BEREAVEMENT LEAVE

- A. All bargaining unit members shall be granted an immediate personal leave up to forty (40) hours in the event of an immediate family member's death.
- B. An immediate family member is defined to include the following: Mother/Mother-in-law, Father/Father-in-law, Step parents, Spouse, City

Certified Domestic Partner, Children, Step Children, Sister, Brother, Grandparents, great grandparents, grandchildren, grandparents in law, or Foster Children who have been living in the household more than one (1) year or the equivalent relationship of your spouse, or the member or member's spouse or certified domestic partner's spontaneous death of a fetus.

- C. When additional leave is needed a bargaining unit member shall be permitted to debit either his Vacation or Compensatory Time, at the selection of the employee.
- D. Every bargaining unit member shall be permitted, upon the prior written approval of the City Manager to Bereavement Leave upon the death of a non-immediate family member without pay.

22.5: INSURANCE

- A. The City agrees to provide any and all insurance coverage in compliance with any mandated State or Federal Regulation or Law. The City will provide a minimum life insurance of one times a bargaining unit member's annual salary (up to a maximum of \$100,000.00).
- B. The City agrees there will be no change in the allocation of costs for health insurance for the employee and his/her dependents during the term of this contract. This benefit shall apply only to employees hired as of September 30, 1991. Effective October 1, 1991 health and accident insurance shall be provided only for the employee at no charge in allocation of premium cost.

Employees hired after May 1, 2010 will be required to contribute \$100.00 per month, collected by the City as a payroll deduction, if they participate in the City's health plan during their employment with the City. Employees will also be required to pay for their dependent coverage as stated above.

Health insurance premiums for employee ~~dependant~~dependent coverage may be increased no more than 20% over the three-year contract but no more than a 10% in any one year.

~~Dependant~~Dependent coverage health insurance premiums for those employees who retire prior to age 50 may be increased no more than 20% over the three-year contract but no more than a 10% in any one year.

Health insurance for retirees shall no longer be provided at City expense for employees hired after October 1, 2006. However, the retiree may elect to continue health coverage in the City Plan at their own expense, at a separate retiree premium to be established by the City.

Retiree life insurance will no longer be available for new hires (employees hired after 5/1/10) when they retire.

ARTICLE 23 PROMOTION AND EMPLOYMENT

23.1: The City shall fill all promotional classified positions existing within the bargaining unit from within the ranks of the bargaining unit. This section however, is not inclusive of initial employment with the City.

The City will fill Sergeant position vacancies within 60 days as long as the promotional listing is current and a funded position is an open.

A probationary period of employment may be determined by the City, which will not exceed one (1) year, except as, or otherwise provided in this Agreement, or as otherwise required by law.

23.2: The City will maintain a Promotional Eligibility List for all bargaining unit positions. The List will be in existence for a period of two (2) years. A promotional exam will be given no later than ninety (90) days after the depletion of any eligibility list. An eligibility list may be extended for one (1) additional year upon the agreement between the City Manager and the PBA.

23.3: PREREQUISITES:

- A. Only Police Officers with ~~fivesix~~ (56) years of continuous service with the Pembroke Pines Police Department are eligible for the Sergeants exam.
- B. The promotional test will consist of a written aptitude test, as well as three (3) assessment exercises and one (1) oral board with command staff. The final score shall be based on a 100% scale. A seventy-five percent (75%) or higher constitutes a passing score on the written test. A passing score on the written aptitude test shall be a prerequisite to qualify for the assessment exercises. An overall score of seventy percent (70%) shall be required for placement on the eligibility list.

The overall promotional score will be based on the following values:

48%: Value of the written test

45%: Value of Candidate Assessment

5%: Command Staff Oral Board

Up to 1%: Tenure

~~6~~7-13 years of experience = .5%

More than 13 years of experience = 1%)

Up to 1%: Education or Military valued as follows:

2 year degree = .5%

4 year degree = 1%

2 years of Military Service = .5%

4 years of Military Service = 1%

Education and Military cannot be compounded. It is either one or the other, not both. A College degree must be earned from an accredited institution as recognized by the City.

- C. Each assessment panel will be comprised of three (3) superior officers from Police Departments of the surrounding communities. No records pertaining to any candidate will be given to the assessment panel and no Departmental personnel will remain during the assessment exercise. Each assessment must be audio/visually recorded and reviewed by the assessors to determine final scores.
- E. There will be no more than three (3) assessment exercises and one (1) oral board with command staff for each promotional process. The assessment exercises must be applicable to the position for which the candidate is seeking.

Should the City chose to include a project as part of the assessment process the said project shall be applicable to the current job function of the rank for which the candidate is seeking. Furthermore, the project shall count as one exercise.

- 23.4: All promotional examination dates shall be announced via a departmental wide email ~~and posted in the Police Department for a period of sixty (60) days prior to the examination.~~
- 23.5: The Promotional Eligibility List shall be emailed ~~posted~~ within fifteen (15) days after the examination and will list those eligible by their last four digits of employee's Social Security number in their order of ranking on the test.
- 23.6: If there are less than two (2) successful candidates, another promotional examination shall be held within sixty (60) days after the posting of the eligibility list. Those that successfully passed the first test will be placed at the top of the new eligibility list. If there are not two (2) or more that successfully pass the test on the first and second examination the City may open up the test to all sworn members of the Pembroke Pines Police Department.
- 23.7: All promotions and appointments shall be made from the eligibility list in existence at the time of the promotion. All budgeted promotions and appointments will be filled from the eligibility list within sixty (60) days of the initial vacancy. The Chief of Police will have the discretion to select any of the top three (3) candidates, unless there is more than one (1) candidate in a top ranked position at the time a vacancy occurs, then in such instance all persons tied in said top ranked position shall be eligible for selection to fill any vacancies, provided however, that no person on the promotional register shall be bypassed by a lesser ranked candidate more than two (2) times, except for cause, which shall be determined by the Chief of Police. Nothing in this section shall be construed to prohibit the City from amending its budget at any time. Should the Chief of Police decide to utilize the "Rule of 3", he must interview those candidates prior to formulating a decision as to which candidate to promote. Nothing in this section shall be construed to prohibit the City from amending its budget at any time.

23.8 READING REQUIREMENTS:

The written examination will be formulated from the Legal Guidelines contained in the Florida State Statute Handbook, select State Statutes, and the PBA Collective Bargaining Agreement, the Pembroke Pines Police Department General Orders, Patrol Standard Operating Procedures and two (2) textbooks chosen by the City. The questions on the written examination will be equally distributed between the listed reading materials. Whenever a question is eliminated the replacement question must come from the same resource.

23.9: POST TESTING:

- A. Those questions on the written aptitude test in which seventy five percent (75%) or more of the candidates incorrectly answer will be omitted from the test for scoring purposes.
- B. Challenges of questions on the written aptitude test will not be permitted due to the automatic elimination of questions as stated in subsection A. however, challenges shall be allowed of any question that is not derived from the listed testing material.
- C. Challenges to the assessment exercises will be allowed, however, the criteria for such challenges will be established by the company or individual contracted by the City to conduct the assessment exercises.
- D. Upon the conclusion of each promotional process, representatives from the City and the PBA will meet to assess the entire testing process. After a review of the process, the parties may agree to changes in the process, which may be needed to improve the actual tests and/or procedures, if applicable.

ARTICLE 24 ~~RESERVED~~ ~~RESERVED~~

BODY WORN CAMERAS

24.1 The Body Worn Camera System (BWC) shall be governed by the provisions of Pembroke Pines Police Department General Order except for the following:

A. A BWC audit may be conducted on a bi-annual basis. The audit will be limited to a review of 1 recording selected from 10% of all sworn personnel equipped with a BWC. The review will be done by the MVSU Sergeant to ensure the BWC is being activated in accordance with the General Order. The recordings will be selected based on a documented algorithm randomly determined by the MVSU and will change each time a selection occurs.

B. The City agrees to provide the PBA a copy of all BWC audits within 30 days of their completion. The audits must identify the name of the officer who was audited.

C. The City agrees to notify the PBA in writing or via email at least 45 days prior to any substantive changes being made to the Body Worn Cameras System General Order. The City further agrees to provide the PBA a copy of any proposed changes and to meet with the PBA to discuss any proposed changes to the General Order at least 15 days prior to the implementation of any changes.

Any changes to the Body Worn Camera System General Order are at the sole discretion of the Chief of Police (including, but not limited, to modifications of Article 24 of the Collective Bargaining Agreement). Any changes made to the General Order and/or Article 24 are not subject to collective bargaining and/or impact bargaining and may not be grieved.

ARTICLE 25 WAGES

Merit Salary Increases For Current Members ~~Who Do Not Move to FRS~~

~~Topped Out — 3.5% on 10/1/16, 3.5% on 10/1/2017, and 4.0% on 10/2018~~

~~Not Topped Out — 2.5% on 10/1/2016, 2.5% on 10/1/17, and 3.0% on 10/1/18.~~

~~10/1/2019 — 5.00% of base salary~~

~~10/1/2020 — 4.00% of base salary~~

~~10/1/2021 — 4.50% of base salary~~

~~Members must have a satisfactory review or above in order to have the Merit Salary Increase stated above.~~

~~Current merit plan/increases shall~~**will** continue to be on the anniversary based on performance review rating **up to the maximum of the salary range**

Pension Plans ~~Changes (On or about 01/01/2018)~~

~~Current Member — no change necessary unless member elects to join the FRS~~

~~If member elects to change to FRS, then the following occurs~~

~~Increase in salary, depending on current pay in compliance with the new pay ranges~~

~~10.4% or 7% (based on hire date) employee pension contribution will change to the~~

~~FRS mandated amount which is currently 3%, subject to change at the direction of the State~~

~~Current members hired after May 1, 2010 until implementation of the FRS Plan would be provided an individual pension contract. The City will provide a copy of the signed agreement to the pension board upon request.~~

~~New Member—FRS Plan (Pension or Investment Option, per the State Plan, subject to change by the State for future hires)~~

~~Higher salary ranges~~

~~3% employee contribution, subject to change per FRS Plan as directed by the State of Florida~~

Members will participate in the applicable Police/Fire Pension Plan based on their date of hire as a certified police officer.

Additional provisions:

- ~~1) The City may contribute additional funds to the City Pension Plan to help with the remedial funding of the Plan to increase the funding status.~~
- ~~2) The PBA agrees that surplus 185/175 funds shall be continued to be used to reduce the City's ARC costs.~~
- ~~3) All of the terms regarding pension, FRS, etc. will require a final actuarial analysis and State of Florida approval prior to being ratified by the Commission. The actual implementation time of the FRS is anticipated to be January 1, 2018, however, the City and the PBA acknowledge and understand that the process and procedures for entity FRS approval takes time and all rules, regulations, and procedure's need to adhered to, thus the implementation time is subject to changed.~~
- ~~4)3) All new Police Officer candidates will be provided with a copy of this Article upon time of hire so they are aware that the pension plan that they will participate in once a covered member of this bargaining unit is subject to change based upon several factors including, date that they become a certified police officer and are sworn in to the police officer position with the City, and the actual implementation date of the FRS Plan.~~

Pay Grade Ranges

	City Plan Participant	FRS Participant
Officer	\$49,732 – \$71,489	\$55,000 – \$76,000
FTO Officer	\$51,224 – \$73,633	\$56,650 – \$78,280
Sgt.	\$61,672 – \$90,833	\$68,000 – \$95,000
FTO Sgt.	\$63,522 – \$93,558	\$70,040 – \$97,850

Pay Grade Scale - 10/1/2019 - 9/30/2022									
				10/1/2019	10/1/2019	10/1/2020	10/1/2020	10/1/2021	10/1/2021
ANNUALIZED		Current	Current	Min	Max	Min	Max	Min	Max
Job Class	Grade	Min	Max	No Change	5%	4%	4%	4.5%	4.5%
Police Officer *	81	49,732.80	79,643.20	49,732.80	83,616.00	49,732.80	86,964.80	49,732.80	90,875.20
Police Officer-Tier 3	82	54,995.20	79,643.20	54,995.20	83,616.00	57,200.00	86,964.80	59,779.20	90,875.20
Sergeant-Tier 3	83	67,995.20	101,192.00	67,995.20	106,246.40	70,720.00	110,489.60	73,902.40	115,460.80
Sergeant	84	61,672.00	101,192.00	61,672.00	106,246.40	64,147.20	110,489.60	67,038.40	115,460.80
FTO - Police City	85	51,230.40	82,035.20	51,230.40	86,132.80	53,289.60	89,585.60	55,681.60	93,620.80
FTO - Police Tier 3	86	56,659.20	82,035.20	56,659.20	86,132.80	58,926.40	89,585.60	61,568.00	93,620.80
FTS - Sergeant City	87	63,523.20	104,228.80	63,523.20	109,449.60	66,060.80	113,817.60	69,035.20	118,934.40
FTS - Sgt Tier 3	89	70,033.60	104,228.80	70,033.60	109,449.60	72,841.60	113,817.60	76,128.00	118,934.40
				10/1/2019	10/1/2019	10/1/2020	10/1/2020	10/1/2021	10/1/2021
HOURLY		Current	Current	Min	Max	Min	Max	Min	Max
Job Class	Grade	Min	Max	No Change	5%	4%	4%	4.5%	4.5%
Police Officer *	81	23,940	38,290	23,940	40,200	23,940	41,810	23,940	43,690
Police Officer-Tier 3	82	26,440	38,290	26,440	40,200	27,500	41,810	28,740	43,690
Sergeant-Tier 3	83	32,690	48,650	32,690	51,080	34,000	53,120	35,530	55,510
Sergeant	84	29,650	48,650	29,650	51,080	30,840	53,120	32,230	55,510
FTO - Police City	85	24,630	39,440	24,630	41,410	25,620	43,070	26,770	45,010
FTO - Police Tier 3	86	27,240	39,440	27,240	41,410	28,330	43,070	29,600	45,010
FTS - Sergeant City	87	30,540	50,110	30,540	52,620	31,760	54,720	33,190	57,180
FTS - Sgt Tier 3	89	33,670	50,110	33,670	52,620	35,020	54,720	36,600	57,180
* Minimum Rate does not increase for Grade 81 (becomes obsolete). New hires (Police Officer) will fall under the Police Officer Tier 3 range.									

25.2: Any employee who is hired by the Pembroke Pines Police Department who is a certified Police Officer will start in the Police Officer grade ~~824~~ whether the employee is a city employee who is laterally transferring or is a new employee of the City. However, the employee may be paid at a higher rate based on the below~~be placed into a higher pay step~~ utilizing the listed criteria:

- ~~Step 2~~ Certified police officer with more than one (1) year but less than three (3) years of service as a police officer - 5% above the minimum rate of base pay.
- ~~Step 3~~ Certified police officer with at least three (3) years of service but less than five (5) years of service as a police officer - 10% above the minimum rate of base pay.
- ~~Step 4~~ Certified police officer with at least five (5) years of service or more as a police officer - 15% above the minimum rate of base pay.

25.3: The following criteria will apply for increases under the merit wage plan:

- A. The City shall have the discretion to evaluate employees under this Article. Evaluation shall be rendered once a year one month prior to the month of the employee's employment date (or promotion date). The evaluation form utilized is subject to change at the discretion of the City.
- B. Increases are designed as an incentive for higher quality performance and more professionalism. All increases shall be contingent upon the matrix below ~~beginning year two of this Agreement (as long as the member is not at the top of the salary range in which case no increase will be given).~~ For

~~the first year of this Agreement, an overall "satisfactory" rating will result in an increase to the next step in the pay grade. Pay steps will be eliminated in year two of this Agreement, however, pay increases will be awarded to eligible employees based on the merit guidelines below.~~

Merit Guidelines for Officers: see attachment "A"

Rating _____ % base salary increase

~~Does not meet expectations (*) _____ 0%~~

~~Meets expectations (**) _____ 4%~~

~~Exceeds expectations (***) _____ 5%~~

~~(*) _____ if 3 or more of the 7 ratings categories are rated "area for growth"~~

~~(**) _____ if 2 or less of the 7 ratings categories are rated "area for growth"~~

~~(***) _____ if 6 or more of the 7 ratings categories are rated "exceeds expectations"~~

Merit Guidelines for Supervisors: see attachment "B"

Rating _____ % base salary increase

~~Does not meet expectations (*) _____ 0%~~

~~Meets expectations (**) _____ 4%~~

~~Exceeds expectations (***) _____ 5%~~

~~(*) _____ if 3 or more of the 8 ratings categories are rated "area for growth"~~

~~(**) _____ if 2 or less of the 8 ratings categories are rated "area for growth"~~

~~(***) _____ if 7 or more of the 8 ratings categories are rated "exceeds expectations"~~

- A. In the event an increase is denied, a letter explaining the reasons for denial will be given to the person involved.
- B. Follow-up evaluations shall be made within three (3) month intervals for all persons denied a wage increase. The intent of the subsequent evaluations is to quickly assess improvement and render the appropriate wage increases.

25.4: Any Promotions will result in an increase to the lowest step in the higher grade (but not less than ten (10%) percent of base pay) which is higher than the member's

base salary paid in the lower position. Promotion date becomes the employment date for additional merit increases.

- 25.5: Every bargaining unit employee who has voluntarily or involuntarily terminated his/her employment with the City and has subsequently been rehired shall not be entitled to his/her previous classification. The City Manager shall have the authority to hire certified personnel at the maximum pay level in order to attract and retain suitable personnel.
- 25.6: Every bargaining unit employee, who is required by the City to be employed in a higher classification, shall be entitled to the classification's rate of pay after thirty (30) continuous, uninterrupted days in the higher classification. A promotional examination shall be held in all instances where the temporary upgrading of a classification extends over a thirty (30) day period when the budget provides for the position.
- 25.7: Bargaining unit members, who prior to May 1, 2010 have been assigned by the Police Chief to the Investigations Division~~Detective Bureau~~, Dive Team, Field Training Officer, K-9 Unit, Certified Traffic Homicide Investigators within the traffic division, ~~SRO/DARE—officers,~~ Community Affairs Unit, Training Unit, Administration/Backgrounds, Computer Unit, Bicycle Unit, Patrol Narcotics Canine, Special Weapons and Tactics Team~~Response Team~~, Crisis Response Team, Drive Team, will receive an additional three (3) percent above base pay at the proper grade in-step while assigned to these duties. Provided that, a bargaining unit member may only be eligible for one assignment pay at any given time even if the employee receives multiple assignments. As of May 1, 2010, an assignment made by the Chief of Police will not include the 3% assignment pay. Any member who is no longer in any specialized unit that currently receives assignment pay and who terminates such assignment after April 30, 2010 will have the 3% assignment pay eliminated.

Effective with contract years 2020-2021 and 2021-2022, bargaining unit members who have been assigned to one of the following units will be paid assignment pay of 3% of base salary per the terms and conditions contained in this Agreement:

- SWAT/TVO
- CRT/Drive Team
- Traffic
- Detectives
- K-9

This assignment pay shall not be retroactive for time in assignments prior to October 1st, 2020.

Any member whose job classification is ~~who is assigned to be a~~ FTO (Field Training Officer) shall receive two (2) days off with pay for each quarter that they are assigned as a FTO. Such paid days off shall be used by the end of the quarter that the day is granted. Each quarter shall coincide with the City's fiscal year quarters (~~e.g. ie.~~ Oct, Nov, and Dec – one quarter). In addition, FTO's will receive priority, at the discretion of the Chief of

Police on new vehicles in the years that vehicles are ordered / distributed, but not more often than every other year that the vehicles are ordered / distributed.

25.8: Whenever retroactivity is expressly agreed upon by the parties to negotiations a bargaining unit Employee will not be entitled to such retroactive pay unless he/she is employed at the time of ratification. An employee that has retired or been laid off for non-disciplinary reasons prior to ratification shall be entitled to retroactive pay or the time he/she was employed during the retroactive period.

25.9: For contract years 2019-2020 and 2020-2021, a A Shift differential of seventy-five cents (\$.75) per hour shallwill be paid to members of the bargaining unit whose shifts start at 10:00 p.m. or after and prior to 7:00 a.m. or on the shift, which is more commonly known as Alpha Shift also known as Midnight Shift, also known as Shift One. No shift pay differential shall be paid to any member of the bargaining unit whose shift commences prior to 10:00 p.m. and extends until the time period set forth above. For contract year 2021-2022, members will be paid shift differential as follows:

Alpha Shift – 3% of base salary

Charlie Shift – 2% of base salary

Any shift starting during the hours of 10:00 p.m. and 7:00 a.m. is to be paid shift differential for the entire shift.

Shift pay differential shall not be compounded for overtime (unless the overtime is a continuation of a members shift), holiday (unless a member works a holiday and had chosen to be paid for their holidays), or any other purpose. In order for the bargaining agent member to receive the shift pay differential they must be assigned to the aforementioned shift or work the shift as outlined.

Any member permanently assigned to Alpha Shift who utilizes any increment of leave time (with two certain exceptions), shall have the shift differential credited to the use of leave time.

The certain exceptions are as follows: Comp Time and Paid Holiday Hours utilized for leave time will be excluded from receiving shift differential. Reason being is that the aforementioned certain exception hours will receive differential as they are accrued, rather than when they are paid / utilized.

25.10: Reserved.

25.11: MASTER PATROL OFFICER PROGRAM

~~A. A Master Patrol Police Officer will receive an additional three (3) percent above base pay at the proper grade in step. As of May 1, 2010, an employee who obtains the Master Patrol Officer level will not receive the 3% additional base pay.~~

~~As with other assignment pays, a bargaining unit member may only be eligible for one assignment at any given time even if the employee receives multiple assignments.~~

ARTICLE 26 LONGEVITY

- 26.1: Effective October 1, 2006 Members, upon completion of ten (10) years of continuous, uninterrupted service, shall receive a four (4) percent pay increase. Members with fifteen (15) years of continuous, uninterrupted service shall receive an additional two (2) percent pay increase. Members with eighteen (18) years of continuous, uninterrupted service shall receive an additional two (2) percent pay increase.
- 26.2: Employees currently receiving longevity pay shall remain receiving their current longevity pay. As of May 1, 2010 there will be no additional longevity pay to any employee beyond the current payments already paid to employees described in this section ("frozen" at the current percentage). No additional longevity pay will be paid to anyone who completes additional years of service as April 30, 2010.

ARTICLE 27 LINE OF DUTY INJURY

27.1: When an employee suffers an injury the City will pay the employee the employee's regular pre-injury base salary for the first seven (7) days the employee is unable to work if:

- A. The City's Worker's Compensation Third Party Administrator has determined that the injury occurred while the employee was engaged in City work, and
- B. An approved worker's compensation treating physician certifies that the employee is unable, due to the injury, to work for more than seven (7) days.

In all other cases, the employee's compensation is limited to, and the City will not supplement, the compensation benefits provided by Florida Workers Compensation Law (Chapter 440, Florida Statutes).

27.2: In addition, an employee may utilize available applicable leave time (sick leave, vacation leave) to supplement Workers' Compensation payments. In no instance shall this combination exceed one-hundred percent (100%) of the employee's regular salary.

27.3: Whenever the member is on duty, time spent receiving medical care for an on-the-job injury shall be allowed to be attended during their normal scheduled shift. However, if medical care is scheduled any time beside the employee's normal scheduled shift, it will not be paid time.

27.4: Employees who are cleared by their doctors to perform light duty may be assigned light duty work if light duty work is available, as approved by the Chief of Police.

27.5: The term disability as used in this section means a physical condition, which is service-connected that prevents an employee from performing his/her regular or specially assigned duties.

27.6: It is the intent of this section to address compensation for line of duty injuries only and this section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of items in this section, then the decisions concerning definition of those items under Florida Workmen's Compensation Law shall control.

27.7: The City shall have the right to require the employee to have a physical examination by a physician of his choice prior to receiving or to continue to receive compensation under this section.

ARTICLE 28 MEAL/REST BREAK

- 28.1: Unless an emergency arises each member shall be entitled to forty-five (45) minutes for meal time per shift.
- 28.2: Unless an emergency arises each member shall be entitled to one (1) rest break per shift, not to exceed fifteen (15) minutes.
- 28.3: When an officer volunteers to work any time frame of overtime, or when officers are held from one shift to another, it is agreed that the officer must work over five (5) hours or more of overtime to qualify for a meal period. However, should an officer volunteer, or be held over, and work less than five hours of overtime, they will receive a rest break.
- 28.4: Officers working their regular shift must work (5) hours or more to qualify for a meal period.

ARTICLE 29 FAMILY AND MEDICAL LEAVE

29.1: Family Medical Leave will be governed by Federal Law and Regulations.

29.2: Except as provided herein, benefits such as seniority, sick leave or vacation leave do not accrue during unpaid FMLA leave. Provided that, for the first thirty (30) days of unpaid FMLA leave seniority will continue to accrue. Benefits accrued at the time leave began are available upon return from leave.

ARTICLE 30 EDUCATIONAL REIMBURSEMENT

- 30.1: Bargaining Agent members attending classes, seminars or other educational institutions for personal and/or departmental betterment, shall be granted a schedule change at the discretion of the Chief of Police to attend said classes, seminars or other institutions provided the classes, seminars or other educational institutions pertain to criminology, police science and/or administration, and/or other similar related subjects and courses necessary to acquire an Associates', Bachelor's or Master's or Doctoral .S., B.S., or Masters Degree, in the above related subjects.
- 30.2: Conflict: Each Bargaining Agent member shall be permitted, subject to approval by the Chief of Police to interchange duties with other members (exceptions: supervisors and police officers shall not be permitted to interchange duties) to enable said member to attend said classes, seminars or other educational institutions.
- 30.3: The City agrees to pay for tuition for members of the bargaining unit seeking a degree in police related fields. Reimbursement of tuition according to the schedule listed in the City of Pembroke Pines Career Rules and Regulations manual for all courses necessary to complete the requirements for a college degree (Associates' Degree, Bachelor's Degree, Master's Degree, or Doctorate) will be paid upon completion of a course taken and with a passing grade of a C "or its equivalent". After proof of course completion is furnished by the member, reimbursement will be paid within fourteen (14) calendar days.
- 30.4: Each member desiring reimbursement shall be required to seek course approval from the City Manager's office before classes in the desired subject are initiated. Failure to do so shall result in the loss of reimbursement eligibility. Members who desire to participate in this program must attend a duly accredited state college or university or a private school that is a state recognized college, provided the cost of the courses do not exceed the costs for equivalent courses at a public school, provided, Further, further this program does not include reimbursement for life experience creditsaccelerated courses. The City agrees to fund tuition reimbursement by allocating no more than to \$5020,000.00 (FiftyTwenty Thousand Dollars and Zero Cents) for each contract year. Members who desire to participate in the educational reimbursement program will be granted such reimbursement on a first come first served serve basis.

No reimbursement shall occur once the allocated/budgeted amount for each year has been depleted.

- 30.5: Transportation and Additional Expenditures: Transportation and additional expenditures, i.e.; food and lodging shall be paid by the individual member, unless said attendance was required in writing by the City.
- 30.6: A. When the City has paid for any portion of a members educational expenses as described herein: Members shall remain in the employ of the City for a twelve (12) calendar months upon completion of an Associate's Degree,

twenty-four (24) calendar months upon completion of a Bachelor's Degree, and thirty-six (36) calendar months upon completion of a Master's Degree for which reimbursement was granted by the City and received by the member. If the member departs the employ of the City prior to the prescribed period as set forth herein, the member will be required to reimburse the City for all tuition paid to the member. The City may obtain reimbursement by deducting the proper amount from any amounts owed the employee from the City at the time of separation.

- B. In the event the member has not obtained a degree, he shall remain in the employ of the City for at least twelve (12) calendar months upon completion of the last course attended and for which the City granted reimbursement to the member.

The member will be required to reimburse the City for tuition paid to the member within the previous twelve (12) month period prior to the departing employment.

The City may obtain reimbursement by deducting the proper amount from any amounts owed the employee from the City at the time of separation.

- C. If the member has borne the cost of at least sixty (60) credits for a college degree for which he has not received reimbursement from the City and subsequently has received reimbursement from the City for the remainder of his degree requirements, the member shall be required to remain in the employ of the City for at least twelve (12) calendar months from receipt of the degree. If the member departs the employ of the City prior to the prescribed period the member will be required to reimburse the City for all tuition paid to the member. The City may obtain reimbursement by deducting the proper amount from any amounts owed the employee from the City at the time of separation.

30.7: The City will follow the schedule mandated by the State of Florida for compensating members of the Police Department for degrees from recognized colleges and universities.

30.8: The City and PBA agree and recognize that it is the duty and responsibility of each and every Bargaining Agent member to continue his/her his educational process in whatever manner so as to keep abreast of the newest law enforcement methods, criminal statutes, etc., and to improve upon his ability to function as a Police Officer. The City recognizes that it is in the best interests of the City to encourage every Bargaining Agent member to continue his education and development as a Police Officer.

ARTICLE 31 DUES DEDUCTIONS

- 31.1: The City shall provide, at no charge, to the members of the bargaining unit for the direct deduction of monthly union dues from the salary of each bargaining unit member. The amount of the deduction shall be periodically determined by the Bargaining Agent. However, no deduction of any member shall be made by the City unless it has received a written authorization from such Bargaining Agent member. The dues shall be deducted monthly and paid over to the Bargaining Agent on a monthly basis.
- 31.2: In any event, if a bargaining unit member should decide to discontinue the deduction of dues from his salary, said Bargaining Agent member shall provide written notice to the City and the Bargaining Agent Treasurer, respectively, after which said notice shall become effective on the first day of the month subsequent to its receipt by the City and the Bargaining Agent Treasurer.
- 31.3: No authorization shall be allowed for payment of any collection of fines, penalties or special assessments.
- 31.4: It is the responsibility of the Union to notify the City Manager or his designee in writing of any changes in the amount of dues to be deducted at least thirty (30) days in advance of said change.
- 31.5: The Union will indemnify the City and hold the City harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City for complying with any of the provisions of this Article.
- 31.6: No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period are less than total amount of dues to be checked off. The City shall attempt to deduct dues from a subsequent payroll period any shortfall, provided the employee authorizes same.

ARTICLE 32 SHIFT EXCHANGE

- 32.1: All Bargaining Agent members shall have the right to exchange shifts subject to the approval of the Police Chief or his designee. No shift change shall be for monetary gain.
- 32.2: Any employee seeking to exchange his shift shall be required to submit such request 72 hours in advance and secure a fellow member who is qualified to service in his classification and capacity. Provided that should an emergency necessitate the shift exchange, the employee shall request the exchange as soon as possible.
- 32.3: Responsibility for shift exchanges lies with the party accepting the exchange. No overtime compensation will be payable as a result of a shift exchange, and the hours the employee worked as substitute shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation. The City shall not be required to keep a record of the hours of the substitute work. Such record is the responsibility of the employees who participated in the exchange.
- 32.4: Day off exchange, between bargaining unit members, may be made if:
- A. The exchange will not cause any type of overtime.
 - B. Exchanges are voluntary and accomplished between bargaining unit members.
 - C. ~~_____~~ C. ~~_____~~ The exchange will not diminish the standard required by the City.
 - ~~C.D.~~ The exchange occurs during the 7 day pay period.

ARTICLE 33 SENIORITY/REDUCTION IN FORCE

33.1: For the purpose of this Agreement, employees shall have two (2) types of seniority: Classification Seniority and Department Seniority. Classification Seniority is defined as the length of continuous, uninterrupted service in a specific job classification in the Police Department. Department Seniority is defined as the length of continuous, uninterrupted service with the City's Police Department, measured from the employee's initial or adjusted date of employment as a sworn police officer.

33.2: Continuous service shall be considered as having been terminated when the employee:

A. Resigns

B. Is discharged;

C. Is absent due to a lay-off for more than one (1) year;

D. Is absent from duty for a period of three (3) consecutive working days without proper authorization; or

E. Has not worked for the City for a period of two (2) years due to non-service disability.

33.3: Adjustment of Seniority - Seniority shall continue to accumulate during periods of paid leave of absence, or in the case of "on-the job" injury during the period the employee receives workers compensation benefits but in no event more than 2 years. The seniority of an employee who is on leave of absence without pay for more than thirty days, or who is on lay-off status, shall not accumulate during the period of such absence.

33.4: In the event of a lay-off in a classification within the Department, employees will be laid off in reverse order of their classification seniority. However, the City may disregard seniority in lay-off and recall situations for public safety reasons, which are not arbitrary and capricious. The Police Chief will meet with the President of the P.B.A. and discuss such reasons five working days prior to a decision to disregard seniority.

If scheduled for lay-off, a bargaining unit employee shall have the right to voluntarily self-demote bump to the next lower rank(s). Upon voluntarily self-demoting bumping to a lower rank, a bargaining unit employee's seniority shall revert to Department Seniority. All probationary employees shall be reduced before any non-probationary bargaining unit employee is laid off or reduced in classification. However, if lay off occurs, the bargaining unit employee shall have

the right to revert to the next rank(s), Department Seniority permitting, without loss of Classification Seniority.

- 33.5: Employees will be recalled from a lay-off in the inverse order of their lay-off, by job classification, provided the employee is still qualified to perform his work. Provided further that recall rights shall continue for a period of one (1) year from the date of an employee's lay-off. The City shall notify the employee of all job openings in the employee's former classification during the one (1) year period. Such notification will be mailed to the employee's last known address. The laid-off employee must accept the recall option within ten (10) calendar days of receipt, or the employee will be considered to have forfeited any recall right.
- 33.6: In the event that a member of the bargaining unit has been recalled pursuant to the terms of this Article, such employee shall be required to meet the physical and medical standards required of all new employees by the Department and to pass a drug test and background search. Failure to meet such standards will terminate such employee's rights to be recalled and to re-employment with the City

ARTICLE 34 ~~OFF DUTY DETAILS~~

- 34.1 ~~All off duty details require prior written approval by the Chief of Police or his designee. Prior to the submission of a request for approval to the Chief or his designee for an off duty detail it is the understanding and agreement of the parties hereto that each request for approval shall be accompanied by an executed Hold Harmless Agreement, in the form approved by the City.~~
- 34.2 ~~The rate of pay for off duty details shall be set by the Bargaining Agent on behalf of its members. Payment for off duty details shall be made directly from the employer to any licensed accounting entity (third party administrator) qualified to manage the membership's financial affairs selected by the mutual agreement of the Pembroke Pines PBA Representatives. Distribution to the individual officers working the various jobs shall be made by the third party administrator. The City, or the Bargaining Agent, shall not receive payment nor have distribution or any other responsibilities for off duty jobs. Any payments for off duty detail work performed on behalf of a second party employer shall not be considered compensation for pension calculation purposes.~~
- 34.3 ~~It is the understanding and agreement of the parties hereto that each officer working an off duty detail is deemed to be an independent contractor and as such shall not be covered by the City for benefits afforded to on duty police officers. However, police officers on off duty details shall be permitted to utilize a Pembroke Pines police uniform, radio and vehicle. For such usage, the City shall receive three (\$3.00) dollars per hour for every detail worked from the third party administrator, appointed by the Pembroke Pines PBA representatives. The Bargaining Agent agrees to instruct the third part administrator to remit to the City (via electronic means or check, at the City's option) the amounts due under this Agreement within thirty (30) days after the last day of each month (for example, January's fees are due to the City by the 28th of February). If the City does not receive payments by the due date, the City, at the City's sole option, may suspend the ability of all officers to work off duty details.~~
- 34.4 ~~Details shall be assigned only to those officers who are off duty and no officer shall accept any off duty detail when it interferes with his/her normal working hours.~~
- 34.5 ~~All police officers engaged in off duty details shall be permitted to wear an official Bargaining Agent pin signifying that the officer is engaged in off duty employment.~~
- 34.6 ~~Each officer, while working off duty details, shall adhere to all policies, rules and regulations of the City of Pembroke Pines Police Department. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same as any on duty activity.~~

- ~~34.7 Any police officer who is on sick leave, workers' compensation or working light duty will not work any off duty detail during that period.~~
- ~~34.8 Any detail that requires five (5) or more police officers shall have one (1) police supervisor. If a police supervisor is not available, the senior police officer shall be in charge.~~
- ~~34.9 Any police officer on leave due to disciplinary matters shall not work off duty jobs during the period of that suspension or removal from active duty.~~
- ~~34.10 Any police officer may not work more than 24 hours of overall off duty details during any 7 day work period (4 on, 3 off). Exception would be when officer is on vacation (minimum of 40 hours leave) then the 24-hour limitation may be exceeded. It is the responsibility of the Detail Liaison Officer(s) which are appointed by of the PBA representatives to report said violation(s) to the police administration but does not prohibit the PBA from taking appropriate action.~~
- ~~34.11 Records of off duty details will be provided to the City along with each monthly payment indicating the following: Officer's Name, Detail Name, Detail Location, Detail Dates, Hours worked/billed, City Fee per detail date, total due to the City for the month.~~
- ~~34.12 The Police Chief may suspend an employee's right to work off duty details as a component of disciplinary action as a result of a violation committed while on an off duty detail.~~

ARTICLE 34 OFF DUTY DETAILS

34.1 All off duty details require prior written approval by the Chief of Police or his designee. Prior to the submission of a request for approval to the Chief or his designee for an off duty detail it is the understanding and agreement of the parties hereto that each request for approval shall be accompanied by an executed Hold Harmless Agreement, in the form approved by the City.

34.2 The rate of pay for off duty details shall be set by the Bargaining Agent on behalf of its members (including any fees/cost/etc. due to the third party administrator), the City or any other costs associated with off duty jobs. Payment for off duty details shall be made directly from the employer/client to a third party entity/administrator qualified to manage and administer the membership's outside off-duty jobs. Such third party entity should be selected by the City. Distribution to the individual officers working the various jobs shall be made by the third party administrator. The City, or the Bargaining Agent, shall not receive payment nor have distribution or any other responsibilities for off duty jobs. Any payments for off duty detail work performed on behalf of a second party employer shall not be considered compensation for pension calculation purposes.

34.3 It is the understanding and agreement of the parties hereto that each officer working an off duty detail is deemed to be an independent contractor and as such shall not be covered by the City for benefits afforded to on duty police officer, including, but not limited to workers' compensation. However, police officers on off duty details shall be permitted to utilize a

Pembroke Pines police uniform, radio and vehicle. For such usage, the City shall receive three (\$3.00) dollars per hour for every detail worked from the third party administrator, appointed by the City. The third party administrator will remit to the City (via electronic means or check, at the City's option) the amounts due under this Agreement within thirty (30) days after the last day of each month (for example, January's fees are due to the City by the 28th of February). If the City does not receive payments by the due date, the City, at the City's sole option, may suspend the ability of all officers to work off duty details.

34.4 Details shall be assigned only to those officers who are off duty and no officer shall accept any off duty detail when it interferes with his/her normal working hours or other such working hours as directed by the Police Chief or his/her designee.

34.5 All police officers engaged in off duty details shall be permitted to wear an official Bargaining Agent pin signifying that the officer is engaged in off duty employment.

34.6 Each officer, while working off-duty details, shall adhere to all agency policies, rules and regulations of the City of Pembroke Pines Police Department. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same as any on duty activity. Any issues or complaints brought forth regarding officer conduct shall be reported to the Off Duty Coordinator(s) as designated by the Chief of Police.

34.7 Any police officer who is on sick leave, workers' compensation, F.M.L.A., Administrative leave, Military, Bereavement, or working light duty will not work any off duty detail during that period.

34.8 Any detail that requires five (5) or more police officers shall have one (1) police supervisor. If a police supervisor is not available, the senior police officer shall be in charge.

34.9 Any police officer on leave due to disciplinary matters shall not work off duty jobs during the period of that suspension or removal from active duty.

34.10 Any police officer may not work more than (36) hours of overall off-duty details during any 7-day work period (4 on, 3 off). Nor shall an officer work more than sixteen (16) hours of off-duty details within their four (4) day work week. Exception would be when an officer is on leave (minimum of 40 hours leave) then the number of off-duty hours an officer may work must not exceed 76 hours. Notwithstanding the number of off-duty hours officers are permitted to work, the number of off-duty detail hours as well as regular and overtime hours worked must not cause fatigue or impact an officer's ability to perform their duties in any way by limiting their judgment, vigilance or awareness. It is the responsibility of the third party administrator, off duty coordinator, and all supervisors to report said violation(s) to police administration. The Police Chief or his/her designee may make exceptions to the above in case of emergencies and/or holiday scheduling.

34.11 Records of off-duty details will be provided to the City and Police Administration along with each monthly payment indicating the following: Officer's Name, Detail Name, Detail Location, Detail Dates, Hours worked/billed, City Fee per detail date, total due to the City for the month.

34.12 The Police Chief may suspend an employee's right to work off-duty details as a managerial right when deemed by the Chief to be in the best interest of the agency.

34.13 The Chief of Police reserves the right to re-evaluate and modify this article during the contract period.

ARTICLE 35 RETIREMENT

35.1 ~~Employees shall be governed by the applicable pension plan based on their date of hire per the City's Except for employees hired after the implementation of the FRS Plan and employees who elect to participate in FRS per the Wage Article option, retirement benefits are as set forth in Chapter 34 of the~~ City Code of Ordinances.

35.2 ~~The City will offer an eight (8) year DROP to anyone who has not already entered DROP or those currently in DROP. The DROP account balance, for the first five years of the DROP would be based on your date of hire (for hires prior to May 1, 2010, the range is 5% to 8% based on plan return) or market rate for hires after May 1, 2010. For years six and beyond, the rate would be market rate. All DROP participants hired prior to May 1, 2010, who do not elect to participate beyond the initial sixty (60) month plan, shall have their interest range of 5% to 8% guaranteed as currently included in the City's Pension Plan.~~

~~For those members who elect to participate in the DROP program beyond sixty (60) months, shall either withdraw all DROP funds from their plan by the tenth anniversary of separation of service from the City, or have the~~

~~option to leave the DROP balance in the City Pension Plan and receive the net-plan rate of return (market rate of return).~~

~~For those members who elect to participate in the DROP program beyond sixty (60) months, a new pension contract would have to be executed by the City and the member. Members must notify the City a minimum of three (3) months prior to close of the sixty (60) month DROP period, if they elect to extend their DROP participation beyond the initial sixty (60) month DROP period.~~

- 35.3** ~~The FRS pension option as addressed in this Article and the Wage Article 25 will only be implemented if determined to be actuarially sound in the sole judgement of the City.~~

ARTICLE 36 DRUG AND ALCOHOL TESTING

- 36.1: The City's Drug Free Work Place Policy as currently set forth in City Ordinance, as may be amended No. 1000 shall apply in all respects to bargaining unit employees.
- 36.2: All members of the bargaining unit are subject to pre-hiring, post-accident, and reasonable suspicion drug testing or other testing if mandated by Chapter 440 Florida Statutes.
- 36.3 Whenever a member is required to submit to a drug test, the member shall have a right to speak to a representative of the PBA prior to submitting to the test or have a representative present during the test. However, the member shall have only one (1) hour if on duty or three hours if off duty in which to speak to the representative and to respond to the testing facility measured from the time the member is ordered to submit to the test. When the member is ordered to submit to the test, the City shall notify the member as to the time limits contained herein. An order to submit to drug testing shall be made verbally and in writing and in the presence of a Union representative.
- 36.4 The obligation of the member when ordered to submit to a drug test is to obey the order first and grieve later. No member, by virtue of submitting to a drug test, will be deemed to have waived his/her right to grieve the drug test.

ARTICLE 37 LIGHT DUTY

- 37.1: The City will make every reasonable effort to make temporary light duty positions available for either service, or non-service related disabilities. If assigned light duty, officers may be assigned to other law enforcement duties to the mutual benefit of the Department, the officer, and the City. The Chief of Police may, at his sole discretion, alter the schedule shift, and hours of any officer assigned to light duty upon three (3) calendar days' notice.

ARTICLE 38 PHYSICAL FITNESS

38.1: The City shall implement a schedule to allow members one (1) hour each day for physical workout in the police fitness center. Members may also be allowed to walk/jog outside of the police building. The Chief or his designee shall have the right to cancel or postpone these workouts should an emergency arise or staffing levels are negatively affected.

ARTICLE 39 FACIAL HAIR

39.1: Members of the bargaining unit will be permitted to wear beards/goatees subject to the following guidelines.

~~A. A letter of intent must be submitted by the member of his intent to grow facial hair.~~

~~B.A.~~ The facial hair will follow the jawline and will be kept neatly trimmed and clean at all times and not extend more than one-half (1/2) inch in length at its longest point. Goatees must not extend more than one-half inch in width from the corner of the mouth and must maintain that width to the jawline.

~~C.B.~~ The facial hair shall not extend more than ¼ inch below the jawline nor up onto the cheek under the eye.

~~C.~~ The facial hair must be developed while on vacation or otherwise away from the Department. Members will not be permitted to maintain shabby appearances as a result of a simple failure to shave.

~~D. Hair solely on the chin may not be worn.~~

39.2: The member's immediate supervisor shall have the responsibility of enforcing these guidelines. Any dispute will be submitted to the Chief, or his designee, whose decision will be final and not subject to the grievance/arbitration procedure.

39.3: This article may be reevaluated by the City Manager, Chief of Police and PBA from time to time.

39.4: During states of emergency (e.g. Covid-19 pandemic, rioting, etc.) the Chief of Police may suspend this policy to ensure compatibility with CDC or other Federal/State guidelines.

ARTICLE 40 FTO OFFICERS AND FTO SERGEANTS

40.1: At the sole discretion of the Chief of Police, FTO Officer ~~assignments~~ ~~ppointments~~ ~~job classification appointments~~ may be created or eliminated ~~to serve as Field Training Officers.~~

A. Police FTO Officer will be appointed by the Chief of Police and it shall be the sole right of the Chief of Police to add or remove the designation of FTO Officer and will not be subject to grievance or appeal.

B. Police FTO Officer will be certified as a Field Training Officers and will be responsible for carrying out the duties and responsibilities of the Field Training Program. FTO Officers will act as first line supervisors to Probationary Police Officers, Probationary Police Service Aides.

C. The duties and responsibilities of a FTO Officer will be set forth in the Field Training Unit Standard Operating Procedure. Duties will include, but not be limited to:

- i. Training newly hired Law Enforcement Officers.
- ii. Training newly hired Police Service Aides.
- iii. Training Police Officers or Police Service Aides returning to Road Patrol after extended tours of duty in other divisions.
- iv. Assisting the Training Unit in the training of employees.
- v. In-House training.
- vi. Roll call training.
- vii. Follow and model guidelines as set forth in the Field Training SOP.

D. Employees appointed as FTO Officers will be placed into a new pay grade for the time they serve as a FTO Officer, regardless of whether or not they have a trainee assigned. The pay grade will consist of a higher salary of as contained in this Agreement. In addition, FTO Officers will receive the time-off and vehicle benefits contained in Article 25.7. If a Member is receiving assignment pay for being an FTO, it will discontinue once the Member is appointed as to the position of FTO Officer. A maximum number of FTO Officers shall fluctuate based on the needs of the agency, budget, and shall be approved by the City Manager. ~~of 14 FTO Officers will appointed at any given time.~~

40.2: At the sole discretion of the Chief of Police, FTO Sergeants appointments ~~_____~~ may be created or eliminated. Any additional Sergeant FTO positions must be approved by the City Manager ~~made or eliminated to serve as Field Training Sergeants.~~

~~A. _____~~ A. FTO Sergeants will be appointed by the Chief of Police and it shall be the sole right of the Chief of Police to add or remove the designation of FTO Sergeants and will not be subject to grievance or appeal.

- B. FTO Sergeants will be certified Field Training Officers and will be responsible for carrying out the duties and responsibilities of supervising the Field Training Program to include the FTO Officers. The duties and responsibilities of FTO Sergeants will be set forth in the Field Training Unit Standard Operating Procedure. Duties will include, but not be limited to:
- i. Training newly promoted sergeants.
 - iii. Training sergeants returning to Road Patrol after extended tours of duty in other divisions.
 - iv. Assisting the Training Unit in the training of employees.
 - v. In-House training.
 - vi. Roll call training.
 - vii. Assist supervisors as directed.
 - viii. Follow and model guidelines as set forth in the Field Training SOP.
- C. Employees appointed as FTO Sergeants will be placed into a new pay grade for the time they serve as a FTO Sergeant, regardless of whether or not they have a trainee assigned. The pay grade will consist of a higher salary as contained in this Agreement. In addition, FTO Sergeants will receive the time-off and vehicle benefits contained in Article 25.7. If a Member is receiving assignment pay for being an FTO, it will discontinue once the Member is appointed as to the position of FTO Sergeant. The maximum number of FTO Sergeants shall fluctuate based on the needs of the agency and shall be approved by the City Manager~~A maximum of 3 Staff Sergeants will appointed at any given time.~~
- 40.3: Members regularly assigned to the Training Unit will qualify for the above in accordance with all of the terms and conditions stated above.

SIGNATURE PAGE

BROWARD COUNTY POLICE
BENEVOLENT ASSOCIATION

CITY OF PEMBROKE PINES

PBA PRESIDENT ~~J. MARANO~~
DODGE

CITY MANAGER C.

REPRESENTATIVE ~~A. FEINER~~

MAYOR F. ORTIS

REPRESENTATIVE ~~C. GRANT~~

CITY ATTORNEY

PBA ATTORNEY

ATTEST: CITY CLERK

DATE _____,

20~~2017~~

Ratified by Bargaining Unit on _____ 20~~2017~~

Ratified by City Commission on _____ 20~~2017~~

Attachment "A"
Officer Evaluation Form

Attachment "B"
Sergeant's (Supervisor) Evaluation Form