Agreement Between the Florida Police Benevolent Association and the City of Tallahassee

The Florida Police Benevolent Association (on behalf of the Officers and Investigators Collective Bargaining Agreement) and the City (on behalf of the City of Tallahassee) hereby mutually agree that the following Articles of the Collective Bargaining Agreement (2020 - 2023) will not contain any changes and will remain status quo for the Collective Bargaining Agreement in effect from 2023 - 2025:

Preamble

Article 1 – Recognition

Article 2 – No Strike

Article 3 – No Discrimination/Harassment and Retaliation

Article 4 – Consultation

Article 5 – Grievance Procedure

Article 9 – Sick Leave

Article 10 - Bereavement Leave

Article 13 – Use of Personal Cars

Article 16 – Personnel Files

Article 17 – Probationary Periods

Article 18 - Performance Evaluations and Conditional Status

Article 20 - Secondary Employment

Article 21 – Corrective Action

Article 22 – Internal Investigations

Article 23 - Personnel Reduction

For the City	Λ
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Michael.	Wattine
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Mike Mattimore

City's Chief Labor Negotiator

March 9, 2023

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George J. Corwine

PBA's Chief Labor Negotiator

3/9/2023 Date Article 24 – Residency Requirements

Article 26 – Indemnification

Article 27 – Dues Checkoff

Article 28 – Association Communications

Article 29 – Association Activities

Article 30 – Association Business

Article 31 – Take Home Vehicles

Article 32 – Management Rights

Article 33 – Entire Agreement

Article 34 – Savings Clause

Article 35 – Negotiations

Appendix B

For tl	he City	//
1	lichal	The House
Mike	Mattimore	
City's	Chief Labo	or Negotiator

Date 9, 2023

George J. Corwine
PBA's Chief Labor Negotiator

3/9/2003

Date

For PBA

PBA/City of Tallahassee
UNION Proposal - Article #Agreement
Officers and Investigators
DATE: March 9th, 2023
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AGREEMENT

THIS AGREEMENT, entered into this 1 day of October, 2020 2023, between the CITY OF TALLAHASSEE (hereinafter referred to as the "City" or the "Employer") and the BIG BEND CHAPTER OF THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., (hereinafter referred to as the "PBA" or the "Association") and their successors and assigns:

For the City

Michael Mattimore

City's Chief Labor Negotiator

March 9, 2023

Date

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

PBA/City of Tallahassee **UNION** Proposal - Article # 6 Officers and Investigators DATE: March 9th, 2023 Page 1 of 4

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ARTICLE 6 HOURS OF WORK AND OVERTIME

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6.1 Workweek

The normal workweek shall consist of forty (40) hours of actual working time. Actual working time shall include pre-approved personal leave under the following conditions:

- (1) Before the beginning of the workweek and before the employee is scheduled to work any extra hours during the forthcoming workweek, the employee requests and is authorized to take personal leave during the forthcoming workweek, in accordance with the department's established procedure, and
- (2) During the same workweek for which personal leave has been approved as described above, the employee is subsequently required to work extra hours on a scheduled workday and/or works on a regularly scheduled day off. For the purpose of this provision, extra hours are defined as time worked beyond the employee's normal work schedule for the day or working on a regularly scheduled day off.

Time off for non-pre-approved personal leave, sick leave, compensatory leave, military leave, administrative leave, and leaves without pay and suspensions shall not count as actual working time.

6.2 **Overtime**

All work in excess of the normal workweek which has been authorized by supervisory personnel shall be overtime and shall be compensated as follows:

- (1) Payment at time and one-half (1 ½) the employee's regular rate of pay when the number of hours actually worked during the workweek is at least forty (40), and payment at the employee's straight time base rate of pay when the number of hours actually worked during the workweek is less than forty (40); or
- (2) During the term of this Agreement, at the employee's option, compensatory leave equal to one and one-half (1 ½) times the number of overtime hours worked when the hours actually worked during the workweek are at least forty (40), and compensatory leave equal to the number of overtime hours worked

For the City For PBA

Wichael Wattinge Michael Mattimore

City's Chief Labor Negotiator

March 9 2023

Date

PBA's Chief Labor Negotiator

George J. Corwine

PBA/City of Tallahassee UNION Proposal - Article # 6 Officers and Investigators DATE: March 9th, 2023 Page 2 of 4

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when the hours actually worked during the workweek are less than forty (40) will be granted in lieu of payment. The amount of compensatory leave accrued shall not exceed eighty (80) hours. All overtime hours which would result in a compensatory leave balance in excess of eighty (80) hours must be paid according to the provisions of Section 6.2 (1) above.

Compensatory leave must be depleted before any vacation leave is granted, unless the employee will lose vacation leave due to the vacation leave carryover rule.

Upon separation, employees will be paid for all unused compensatory leave.

6.3 Call Back

- (1) "Call back" is defined as requiring an employee to return to his workstation while on on-call status or for non-scheduled overtime assignments. Call back shall not include a return to work for reasons attributable to the employee (i.e., completion of reports, etc.).
- (2) If an employee is called back to work as defined in Section 6.3 (1) above, he shall be paid for all time worked but not less than two (2) hours at a rate of time and one-half (1 ½) his regular rate of pay. Each call back shall be a two (2) hour minimum.
- (3) Required court attendance that is continuous with the beginning or end of a regular shift shall mean any required court attendance that begins fifteen (15) minutes from the beginning or thirty (30) minutes from the end of the regular shift, in which case the employee is paid from the end or up to the beginning of his regular shift. Other required court attendance that falls outside these parameters would be treated as call back.
- (4) Call back shall not count as hours worked for the purpose of computing overtime pay.

6.4 On-Call

(1) "On-call" is defined as that time, outside the normal working hours of the employee concerned, when the employee is otherwise considered to be off duty, but has previously been ordered by the Police Chief or his designee to be available to promptly return to work if called.

For the City

Michael Mattimore

Michael Mattimore

City's Chief Labor Negotiator

Telauch 9, 2023

George J. Corwine
PBA's Chief Labor Negotiator

For PBA

PBA/City of Tallahassee UNION Proposal - Article # 6 Officers and Investigators

DATE: March 9th, 2023

Page 3 of 4

- (2) An employee on call is required to leave a telephone number where he can be reached or carry a pager (even if that means the employee must remain within a reasonable call-back radius).
- (3) In the event that an employee is required to be on call as defined in paragraph 6.4 (1) above, he shall be paid on the following basis:

Day	Amount
Weekday	\$15.00 <u>1 hour</u>
Saturday or Sunday	\$28.00_2 hours
Observed Holiday	\$28.00 <u>2 hours</u>

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(4) On-call status shall not apply to the Crisis Intervention and Special Response teams. On-call status shall apply to the TAC Team only when TAC Team members are officially notified and placed in on-call status by the TAC Team leader.

6.5 Special Event Assignments

- (1) Special events are generally defined as events which require pre-planning and coordination of personnel and other resources. Examples would include, but not limited to, football games, parades, demonstrations, charity events (walka-thons), Springtime Tallahassee, Fourth of July, Winter Festival, etc.
- (2) Employees who are required to work overtime to cover special events shall be given at least fourteen (14) calendar days' notice of such assignments except in cases of emergency or when the City does not have at least seventeen (17) calendar days' prior notice of such events. Any violation of this notice requirement shall be grievable under the provisions of Article 5 Grievance Procedure but shall not be grievable under the City's grievance procedure. In the event the grievance is resolved in favor of the employee, the disputed hours will be counted as working time for the purpose of computing overtime during the pay period in which the violation occurred.

For PBA

PBA's Chief Labor Negotiator

George J. Corwine

For the City

Michael Mattimore

City's Chief Labor Negotiator

Date

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PBA/City of Tallahassee UNION Proposal - Article # 6 Officers and Investigators DATE: March 9th, 2023 Page 4 of 4

6.6 Working Out of Classification

An employee covered by this Agreement who is required by management to work in an "acting" capacity in a higher classification for a period of more than two (2) weeks shall be paid a differential of five percent (5%) over his base rate of pay starting with the first day so worked.

6.7 K-9 Officers

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105 106 Any Police Officer assigned a department K-9, as part of their duties, will be permitted six (6) hours per week from their work schedule to care for and groom their dogs. The training for the handlers of K-9 dogs will take place during duty hours. The City will provide spraying for fleas in the officers' homes once a month year-round. The City will provide carpet cleaning in the officers' homes twice a year.

6.8 Shift Realignment

Every effort will be made to provide employees with as much advance notice as possible prior to shift realignments. Except in cases of emergency or when changes must be made to accommodate employee requests, the shift realignment schedule shall be posted at least fourteen (14) calendar days in advance of the realignment.

For the City

Michael Mattimore

City's Chief Labor Negotiator

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Date

For PBA

PBA's Chief Labor Negotiator

George J. Corwine

PBA/City of Tallahassee UNION Proposal - Article #7 Officers and Investigators DATE: March 9th, 2023 Page 1 of 5

ARTICLE 7 HOLIDAYS

7.1 Designated Holidays

The following holidays are designated as paid holidays:

New Year's Day Martin L. King Day <u>Emancipation Day</u> Memorial Day Independence Day

Labor Day

Election Day (Even Numbered Years)

Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

If the City Manager designates any additional day as a holiday for all other City employees, the same holiday shall be recognized for employees in the bargaining unit.

7.2 Holiday Observance

If any of these holidays falls on Saturday, the preceding Friday shall be observed as the holiday, or if any of these holidays falls on Sunday, the following Monday shall be observed as the holiday.

7.3 Holiday Compensation

- 1) Eligible employees shall receive eight (8) hours of holiday compensation for each designated holiday as defined below.
 - (a) An employee shall receive holiday pay:

For the City

Michael Zelattinne Michael Mattimore

City's Chief Labor Negotiator

March 9, 2023

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

PBA/City of Tallahassee UNION Proposal - Article #7 Officers and Investigators DATE: March 9th, 2023 Page 2 of 5

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(i) for hours the employee works on an observed holiday. The rate of pay shall be one and one-half times (1 ½) the employee's base pay and shall not exceed eight (8) hours; or

Example for 1(a)(i): An employee works ten (10) hours on a holiday. The employee will receive ten (10) hours of pay in accordance with Article 6.2 for the actual hours worked and eight (8) hours of holiday pay at one and one-half (1 ½) times the employee's base pay. The eight (8) hours of holiday pay will not count as working time for the purposes of computing overtime.

(ii) when a holiday is observed on the employee's regular scheduled day off and the employee does not work. The rate of pay shall be at the employee's straight time and shall not exceed eight (8) hours.

All holiday pay shall be in addition to the employee's base pay. Holiday pay hours shall not be counted as working time for the purpose of computing overtime.

Example for 1(a)(ii): The observed holiday falls on the employee's regular scheduled day off and the employee does not work. The employee shall receive eight (8) hours of holiday pay at his straight-time rate of pay, which will not count as time worked for the purpose of computing overtime.

All holiday pay shall be in addition to the employee's base pay. Holiday pay hours shall not be counted as working time for the purposes of computing overtime.

(b) An employee shall receive holiday leave/observed holiday pay, not to exceed eight (8) hours, when a holiday falls on an employee's regular scheduled workday and the employee observes the holiday. All holiday leave/observed holiday pay hours shall be included in the employee's base pay and shall be counted as working time for the purpose of computing overtime.

For the City

Zhehal Zhattinne Michael Mattimore

City's Chief Labor Negotiator

Tefarch 9, 2023

Date

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

3/9/2023

PBA/City of Tallahassee UNION Proposal - Article #7 Officers and Investigators DATE: March 9th, 2023 Page 3 of 5

Example for 1(b): An officer observes a holiday on his regular scheduled workday. The officer receives eight (8) hours of holiday leave/observed holiday pay, which counts as working time for the purpose of computing overtime. (See 4 below for employees who work a ten [10] hour workday).

(c) A combination of holiday pay and holiday leave observed. The combined total number of holiday pay and holiday leave/observed holiday pay shall total eight (8) hours. The holiday pay hours shall be in addition to the employee's base pay and shall not be counted as working time for the purpose of computing overtime. The holiday leave observed hours shall be included in the employee's base pay and shall be counted as working time for the purpose of computing overtime.

Example for 1(c): An employee observes a holiday that falls in his regular scheduled workday; however, the employee works five (5) hours. The officer will receive holiday compensation in the amount of five (5) hours holiday pay at one and one-half (1 ½) times the employees base pay (does not count as working time for purpose of computing overtime). In addition, they need to input three (3) hours of Holiday Observed to equal eight (8) hours holiday compensation.

 (d) An employee who works a partial work schedule (workday) on the observed holiday on his regularly scheduled day off shall receive compensation for the actual hours worked in accordance with article 6.2. In addition, the employee shall receive eight (8) hours of holiday compensation as follows:

(i) At time and one-half (1 ½) rate for the number of hours equal to the actual hours worked, and

(ii) At straight-time rate for the difference between eight (8) and the actual number of hours worked.

For the City

Michael Mattimore

City's Chief Labor Negotiator

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

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Example for 1(d)(i)(ii): An employee is on a regular scheduled day off (RDO) on the holiday; however, the employee works five (5) hours on a project. The employee will receive five (5) hours of pay in accordance with article 6.2 for the actual hours worked. The officer will also receive holiday compensation in the amount of five (5) hours holiday pay at one and one-half (1 ½) times the employee's base pay (does not count as working time for the purpose of computing overtime) and three (3) hours of holiday pay at straight time (does count as working time for the purpose of computing overtime) for a total of eight (8) hours of holiday compensation.

When a designated holiday is observed on a date other than the actual date of the holiday, an employee who is in a position to observe the holiday and is scheduled to work on the actual holiday shall elect in advance whether he will receive holiday compensation for the observed holiday or for the actual holiday.

Example for 2: A holiday falls on a Sunday and the city observes the holiday on Monday. The officer is scheduled to work the actual holiday and the observed holiday falls on his regular scheduled day off. The officer selects to receive holiday compensation for Sunday, the actual holiday.

- (3) If an employee's workday begins on one day and carries over to the next (e.g., Friday night and Saturday morning), and the day on which the workday begins is designated as a holiday, the employee's entire workday will be considered as occurring on a holiday. Conversely, if the workday begins on a day that is not a holiday and ends on a day that is designated a holiday, the employee's entire workday or any portion thereof will not be considered to have occurred on the holiday.
- (4) An employee who is scheduled to work on an observed holiday but is on approved personal, sick, military or administrative leave shall receive eight (8) hours of holiday leave/observed holiday pay at his straight-time rate of pay and he will be charged for one (1) of the above leaves only for those hours taken in excess of the eight (8) hours

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City's Chief Labor Negotiator

March 9, 2023

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

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PBA/City of Tallahassee UNION Proposal - Article #7 Officers and Investigators DATE: March 9th, 2023

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149 150	observed for the holiday.
151 152	Example for 4: An officer working a ten (10) hour shift who is scheduled to work on a holiday and calls in sick will receive eight (8) hours of holiday
153 154	leave observed (which will count as working time for the purpose of computing overtime) and two (2) hours of sick leave (which will not
155 156	count as working time for the purpose of computing overtime).
157 (5)	An employee who is on approved leave without pay for a period
158	exceeding two consecutive workweeks immediately prior to,
159 160	immediately following, or encompassing the holiday shall not receive holiday pay for the observed holiday.

For the City

Michael Mattimore

City's Chief Labor Negotiator

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Date

For PBA

PBA's Chief Labor Negotiator

George J. Corwine

PBA/City of Tallahassee
UNION Proposal - Article #8
Officers and Investigators
DATE: March 9th, 2023
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ARTICLE 8 PERSONAL LEAVE

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8.1 Personal Leave Accrual

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Employees in the bargaining unit shall accrue personal time on the following basis:

Continuous Service Months	Hours/Minutes Weekly Hours Monthly
Completion of 0 – 60 Months (0–5 Years)	1:51 <u>8 Hours</u>
Completion of 61 - 120 Months (5–10 Years)	2:19
Completion of 121 – 180 <u>240</u> Months (10-20 Years)	2:46 12 Hours
Completion of 484 241 Months (Over 20 Years)	3:14 14 Hours

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8.2 Accrued personal leave may not be carried over in excess of two hundred sixty-four (264) hours. As of the end of the calendar year (December 31), accrued personal leave in excess of two hundred sixty-four (264) hours shall be reduced to no more than two hundred sixty-four (264) hours for any individual employee.

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8.3 Use of Personal Leave

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An employee will be entitled to use accrued personal leave after having completed at least six (6) months of service.

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Employees should make requests for the use of personal leave via the department's timekeeping system. Since personal leave is generally granted on a "first come, first served" basis, the request should be made as early as possible, but at least forty-eight (48) hours in advance of the date personal leave is scheduled to be taken. The scheduling of personal leave is subject to the approval of the immediate supervisor, but subject to review and possible disapproval by the Bureau Commander or designee. Review by the Bureau Commander or designee should occur within forty-eight (48) hours of the request.

For the City

For PBA

George J. Corwine

Michael Mattimore

City's Chief Labor Negotiator

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PBA's Chief Labor Negotiator

3/9/2023

Date

PBA/City of Tallahassee UNION Proposal - Article #8 Officers and Investigators DATE: March 9th, 2023 Page 2 of 7

In cases where forty-eight (48) hours' notice is not possible, the immediate supervisor should obtain confirming or disapproving action as quickly as possible from the Bureau Commander or designee within eight (8) hours of the request.

8.4 Parental Leave

Bargaining unit employees are eligible for two hundred forty (240) hours of parental leave after the birth of a baby or placement through adoption in accordance with City policy. Any member who would have been eligible for this benefit and did not receive it from October 1, 2020 to the execution of this agreement, and otherwise used leave for this purpose, shall have their leave reinstated per City policy.

8.5 Advance Personal Leave, Leave Sharing Plan and Leave Donations

In situations when an employee is required to be absent from work for an extended period of time, as certified by the employee's physician, as a result of a non-work-related illness or injury sustained by the employee and when the employee has exhausted all sick, personal and compensatory leave, the employee may request additional paid personal leave. The types of additional personal leave is listed below and must be requested in sequential order (if applicable) – first – Advance Personal Leave, second – Leave Sharing Plan and third – Leave Donation Policy. The provisions of these policies are listed below.

1. Advance Personal Leave

a. When an employee has utilized all his personal leave for which he is eligible, he may request, where he has sufficient MAP funds to cover the amount of the request, advance personal leave of forty (40) hours up to one hundred sixty (160) hours. Such leave may be granted by the Police Chief, with notification to the Director-Human Resources and Workforce Development Department, for the following reasons:

For the City

Michael Mattimore

City's Chief Labor Negotiator

March 9, 2023

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

3/9/2023

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- i. medically certified serious illness or disability of the employee when the employee has exhausted all sick leave for which he was eligible to receive
- ii. medically certified serious illness or disability of the current spouse or registered domestic partner of the employee, child, parent or other legal dependent of the employee and current spouse or registered domestic partner when the employee has exhausted all family sick leave for which he was eligible.
- iii. acquisition of a child either through birth or adoption
- b. When the employee who was granted advance personal leave returns to work, these leave credits will be repaid through payroll deduction, of the value of the personal leave advance, figured at the employee's rate of pay during the period of the advance leave, over a period not to exceed twenty-four (24) months.
- Upon termination, any advance personal leave not repaid shall be deducted from the employee's final compensation or MAP contribution refund.
- d. No additional advance personal leave may be granted until the employee has repaid the previous advance personal leave.

(2) Leave Sharing Plan

- (a) Employees covered by this Agreement are provided the opportunity of donating a minimum of 4 hours up to a maximum of 20 personal leave hours or compensatory time semi-annually (during the months of March and September) to a leave-sharing plan established solely for employees covered by this Agreement.
- (b) An employee who has completed his initial probationary period and who has donated personal leave hours or compensatory time to the leave sharing plan is eligible to receive leave from the leave-sharing plan whenever he is required to be absent from work for an extended

plan whenever he is ter	danca to be appear nous more for an extende
For the City	For PBA
Michael Islattinne	MAD.
Michael Mattimore	George J. Corwine
City's Chief Labor Negotiator	PBA's Chief Labor Negotiator
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Date'	Date

PBA/City of Tallahassee UNION Proposal - Article #8 Officers and Investigators DATE: March 9th, 2023 Page 4 of 7

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100 period of time, as certified by the employee's physician, as a result of 101 a non-work-related illness or injury sustained by the employee 102 and when the employee has exhausted all sick, personal and 103 compensatory leave. The emplovee's physician 104 determine whether or not the employee is able to perform the essential 105 duties of the employee's position. 106 107

- (c) An extended non-work-related illness or injury is defined to include only those instances where an employee is on approved leave and is expected to be absent from work for at least 30 consecutive calendar days after he has exhausted all of his sick, personal, and compensatory leave time.-
- (d) To request leave from the leave-sharing plan, a written request and a statement from the employee's physician providing an estimate of the amount of time the employee will be absent from work, must be submitted to the Employee Resources section and verified by the Association President by the employee or on behalf of the employee. The written request shall contain the number of hours being requested.
- (e) The Association President, or his designee shall review such request within five (5) business days as well as the doctor's statement.
- (f) Following review of the written request and the physician's statement, the Association President or his designee shall approve or disapprove the request.
- (g) The employee who submitted the request, or on whose behalf the request was made, shall be provided written notice by <u>Association</u> President, or designee, of the outcome of his request, and if the request was approved, such notice shall include the number of hours the employee is authorized to draw from the leave-sharing plan. The total amount that can be drawn from the leaving sharing plan cannot exceed one hundred and sixty (160) hours once a year.

For the City	For PBA
Michael Wattinne	
Michael Mattimore	George J. Corwine
City's Chief Labor Negotiator	PBA's Chief Labor Negotiator
March 9, 2023	3/9/2023
Date /	Date ¹

PBA/City of Tallahassee UNION Proposal - Article #8 Officers and Investigators DATE: March 9th, 2023 Page 5 of 7

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- (h) The number of hours approved may be altered at any time by the PBA President or his designee.
- (i) The employee that has been approved to receive leave from the leavesharing plan may continue to utilize such leave until he is released by his physician to return to work, one hundred and sixty (160) hours per year are exhausted, or until the doctor determines the employee's illness or injury has become a total and permanent disability, whichever occurs first.
- (j) Upon return to work from an illness or disability covered by the leavesharing plan, medically certified periods of absence due to the previously medically certified illness or disability which are separated by less than 90 calendar days of active work shall be considered as one period of disability and, with the approval of the PBA President or his designee, may be paid from the leave-sharing plan via an amendment to the original notice of approval.
- (k) The leave-sharing plan will be administered by the Association which will be responsible for the development of all forms. The Police Department Employee Resources Section will be responsible for making the appropriate monetary conversions. Donors will forward donation forms to the Police Department Employee Resources Section where they will be date and time stamped. The donated time will be converted to a dollar value based on the current rate of pay for each donor at the time of donation times the number of hours donated. The amount of leave used by the recipient will be charged to the leave-sharing plan based on the recipient's rate of pay at the time the recipient exhausted all sick and Personal leave.—The Employee Resources Section shall provide a quarterly usage report to the PBA President.
- (I) The Employee Resources Section shall notify the Association President when there is less than \$10,000 left in the leave-sharing plan.

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Michael Mattimore \\City's Chief Labor Negotiator

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<u> Marcl</u> 7, 2°23 Date For PBA

George J. Corwine

PBA's Chief Labor Negotiator

3/9/2023 Date PBA/City of Tallahassee UNION Proposal - Article #8 Officers and Investigators DATE: March 9th, 2023 Page 6 of 7

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- (m) An employee in the bargaining unit who leaves the City may donate up to forty (40) hours of his personal leave to the leave-sharing plan.
- (n) No provision of this plan shall be grievable or arbitrable under the provisions of Article 5 - Grievance Procedure or under the City Grievance Procedure.

(3)**Leave Donations**

- (a) When an employee must be absent from work due to personal illness, illness of a family member as defined in the sick leave policy, or a serious condition that creates a significant hardship for the employee, employee may request authorization donations. Consideration of the request and a decision regarding authorization for leave donation solicitation will be made by the Police Chief or his designee, and any solicitation for leave donations will be made by the Police Chief or his designee.
- (b) Qualifying conditions and the request/approval process are as follows:
 - i. The employee has to have exhausted all available paid leave.
 - ii. The situation has to require the employee to be absent for more than forty-eight (48) consecutive work hours.
 - iii. The employee must submit a written request for leave donations to the Police Chief, or his designee, who shall render a decision regarding the request. When the Police Chief or his designee authorizes leave donation solicitation, the Police Chief or his designee may determine to whom the solicitation is directed, either sworn, non-sworn or both. The Police Chief or his designee will transmit the solicitation request and will provide details about how leave donations are to be made.
- (c) Employees may only donate personal leave and earned compensatory leave. Leave will be credited based on the dollar value of the donator's For the City

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Michael Mattimore	

City's Chief Labor Negotiator

George J. Corwine

For PBA

PBA's Chief Labor Negotiator

PBA/City of Tallahassee UNION Proposal - Article #8 Officers and Investigators DATE: March 9th, 2023 Page 7 of 7

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leave at the time the donation is made and the receiving-employee's compensation at the time leave is credited to the employee.

- (d) Donated leave which is used for an absence covered by the Family and Medical Leave Act of 1993 (FMLA) will be counted against the employee's FMLA leave entitlement for the calendar year in which the sick leave is taken.
- (e) Donated leave will be applied first to the period of the employee's absence after qualifying for donated leave; secondly it will be used to pay-back advance leave associated with the absence, and then it will be refunded to donators on a prorated basis.

For the City

Michael Mattimore

City's Chief Labor Negotiator

March 9, 2023

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

3/9/2023

PBA/City of Tallahassee
UNION Proposal - Article # 11
Officers and Investigators
DATE: March 14th, 2023

March 15, 2023

Page 1 of 7 1 ARTICLE 11 SALARIES AND PENSION 2 3 During the period of October 1, 2020 2023 through September 30, 2023, 2026 bargaining 4 11.1 unit members shall be paid on a biweekly basis, via direct deposit, in accordance with the 5 step pay plan shown in Appendix A, which is attached to and made part of this Agreement. 6 All wage provisions are effective October 01, 2020 2023. Pension provision changes are 7 effective October 1, 2020 2023 through fiscal year ending September 30, 2023 2026. All 8 future wage and pension adjustments including step progression, if any, after the expiration 9 of the collective bargaining agreement shall be negotiated between the parties. 10 Across-the-Board Increases (ATB) 11 11.2 For the duration of this Agreement only, across the board increases will occur as follows: 12 No bargaining unit member shall receive an across-the-board increase in FY2021. 13 Effective on the first day of the first biweekly pay period of FY2022, all-bargaining unit 14 members shall receive a 2% across-board increase. 15 Effective on the first day of the first biweekly pay period of FY2023, all-bargaining unit 16 members shall receive a 2%-across the board increase. 17 Effective October 1, 2020 2023, all bargaining unit members shall receive a salary increase 18 commensurate with Appendix A and C, attached to this Agreement. However, bargaining 19 unit members shall not progress in the Step Pay Plan for FY24. Any bargaining unit 20 member whose salary increase is less than \$5,000 for FY24 shall receive a one-time lump 21 sum bonus in the amount \$1,350 payable in the first paycheck of December 2023. 22 23 Step Progression 24 11.3 For the duration of this Agreement only, step progression will occur as follows: 25 (1) The Chief of Police has the discretion to increase the hiring pay for certified officers 26 with-no-experience-and-for-those-with-up-to-two-years-of-full-time-experience. The 27 starting-salary-shall-not-increase-more-than-2.0% per year-one-step.-effective-on-the 28 first day of FY 2021, FY 2022 and FY2023. All additional step increases after Step 29 2 will follow current contract language. 30 For PBA For the City Mechael Totalline George J. Corwine Michael Mattimore PBA's Chief Labor Negotiator City's Chief Labor Negotiator

March 14, 2023

DATE: March 14th, 2023 Page 2 of 7 No All bargaining unit employees shall receive a step progression and advance one 31 (2) step in FY2025 and FY2026. 32 Effective-the-first-day-of-the-first-biweekly-pay-period-of-FY2022, bargaining-unit 33 members who are eligible to step and receive a performance evaluation rate of at least 34 35 "meets expectations" will be advanced one (1) pay step. In FY 2022, The two-year minimum hold for bargaining unit members at Step 11 and 36 Police-Career Plan Step 1 (PCPS1) will be suspended. Those bargaining unit 37 members who receive a performance evaluation rate of at least "meets expectations" 38 will be advanced one (1) pay step effective the first day of the first biweekly pay 39 40 period of FY2022 FY2025 and FY2026. Effective the first day of the first biweekly pay period of FY2022 FY2024, bargaining 41 unit members hired or rehired after the previous April 1 shall not be advanced one 42 (1) pay step. There shall not be a step progression in FY24. 43 Effective the first day of the first biweekly pay period of FY2022, all bargaining unit 44 members in Police Career Plan Step 2 (PCPS2) shall receive a salary increase of 3%. 45 Effective-the-first-day-of-the-first-biweekly-pay-period-of-FY2023, bargaining-unit 46 members who are eligible to step and receive a performance evaluation rate of at least 47 "meets expectations" will be advanced one (1) pay step. 48 In FY2023, the two-year minimum hold for bargaining unit members at Step-11-and 49 Police-Career Plan Step-1-(PCPS1)-will-be-suspended. Those bargaining unit 50 members who receive a performance evaluation rate of at least "meets expectations" 51 will be advanced one (1) pay step effective the first day of the first biweekly pay 52 53 period of FY2023 Effective-the-first-day-of the-first-biweekly-pay-period of FY2023, bargaining-unit 54 members hired or rehired after the previous April 1 shall not be advanced one (1) pay 55 56 step. Effective the first day of the first biweekly pay period of FY2023, all bargaining unit 57 members in Police Career Plan Step 2 (PCPS2) shall-receive a salary increase of 3%. 58 Salary Supplements 59 11.4 60 (1) Educational Incentive For PBA For the City Whichael Wattine George J. Corume Michael Mattimore PBA's Chief Labor Negotiator City's Chief Labor Negotiator

March 14, 2003

PBA/City of Tallahassee

UNION Proposal - Article # 11 Officers and Investigators

March 15, 2023

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DATE: March 14th, 2023

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All members of the bargaining unit who qualify shall receive the educational incentive salary supplements provided for in Florida Statutes, Section 943.22.

All members who file the required documentation (official transcript or training certificate) in the Police Department Employee Resources Section within ninety (90) days of completion of the course or education requirement, will receive the supplement retroactive to the completion date. After the ninety (90) day period, the supplement will commence on the date the documentation is filed. Courses must have prior approval from the Department's Training Section in order to qualify.

(2) Physical Fitness Incentive

Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness incentive supplement. In order to be eligible for such supplement, an employee must sign a waiver which shall indemnify, defend and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his efforts to qualify for such supplement. An employee who seeks the physical fitness supplement must qualify and requalify at six (6) month intervals during the months of May and November in order to receive the supplement.

An employee who qualifies by passing a one and one-half (1.5) mile running, 3.000 meter Rowing (gym style rower similar to the Concept2 Rower), 6.400 meter Biking (gym style bike similar to the Rogue Echo Bike), 500 meter Swimming or three (3)-mile walking test shall receive a physical fitness incentive supplement in accordance with the following chart:

MAXIMUM RUNNING, BIKING, ROWING OR SWIMMING TIME IN MINUTES

Fitness Category	Age Under 30	Age 30-39	Age 40-49	Age 50+	Amount Per Month FY2021	Amount Per Month FY2022	Amount Per Month FY2023
D	16:30	17:30	18:30	19:00	\$15.00	\$22.50	\$30.00
C	14:30	15:30	16:30	17:00	\$25,00	\$37.50	\$50.00
В	12:00	13:00	14:00	14:30	\$35.00	\$52.50	\$70.00
A	10:00	11:00	12:00	12:30	\$4 5.00	\$ 67.50	\$90.00

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For the City

Michael Mattimore

City's Chief Labor Negotiator

March 15, 2023

Whichael Thattimere

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

March 14, 2023

Date

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UNION Proposal - Article # 11
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			Three M	ile Walk			
Fitness Category	Age Under 30	Age 30-39	Age 40- 49	Age 50+	Amount Per Month FY2021	Amount Per Month FY2022	Amount Per Month FY2023
D	44:00	46:30	49:00	52:00	\$15.00	\$ 22.50	\$30.00
C	42:00	44:30	47:00	50:00	\$25.00	\$37.50	\$50.00
В	38:30	40:00	42:00	45:00	\$35:00	\$52.50	\$70.00
	34.00	35:00	36:30	39:00	\$45,00	\$67.50	\$90.00

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The Training Section of the Police Department shall be responsible for administering the qualifying test provided for in this section.

(3) Additional Compensation for Tactical Unit Members

Upon ratification of this Agreement, each member of the Tactical Unit will receive one hundred fifty dollars (\$150.00) per bi-weekly pay period.

This additional compensation shall be paid regardless of whether the employee is at work or is on paid or unpaid leave, except that an employee who is medically unable to fully discharge his duties as a TAC team member shall not be entitled to this additional compensation.

(4) Additional Compensation for Special Response Team (SRT)

Upon ratification of this Agreement, each member of the Special Response Team will receive fifty dollars (\$50.00) per bi-weekly pay period.

This additional compensation shall be paid regardless of whether the employee is at work or is on paid or unpaid leave, except that an employee who is medically unable to fully discharge his duties as a SRT team member shall not be entitled to this additional compensation.

(5) Additional Compensation for Field Training Officers

Each Field Training Officer will receive one (1) additional hour of pay for each day the FTO is at work and has been assigned a recruit. This additional compensation shall be considered as time worked for purposes of computing overtime.

For the City

Wichael Mattine

Michael Mattimore City's Chief Labor Negotiator

March 15, 2023

For PBA

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PBA's Chief Labor Negotiator

March 14, 2023

PBA/City of Tallahassee
UNION Proposal - Article # 11
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11.5 Legislated Costs

If any additional compensation or benefits, beyond those already provided for in State statutes, are legislated by the State, and the cost of such additional compensation or benefits is not funded by the State, thereby increasing payroll and benefit costs to the City, the parties agree that such cost increases shall be the subject of negotiation as to impact on the salaries and benefits contained in this Agreement. "Compensation or benefits" includes but is not limited to pensions or other retirement benefits; workers' compensation or other disability programs; sick leave, holidays, or other paid leaves; uniform or clothing allowances; training, certification or educational incentive compensation; but excluding the benefits currently provided in Chapter 185, Florida Statutes.

11.6 Pension

- 1. (1) The changes to the COLA for participants with a pension entry date on or after January 1, 2001 2004 and earlier than January 1, 2004 2007, shall be provided for in the Police Pension Plan, effective October 1, 2020 2023. Participants shall receive a COLA that shall commence on the latter of the first October 1 after:
 - (a) Such retiree's normal retirement date, or
 - (b) Such retiree's 55th birthday, or
 - (c) Such retiree's exit from the Deferred Retirement Option Plan (DROP) if they choose to participate in the plan.
- 2. Effective October 1, 2020 2023, through September 30, 2023 2026, bargaining unit employees will be offered the Deferred Retirement Option Plan (DROP) period that is the same DROP period offered to general employees.
- 3. Effective October 1, 2020 2023, the required employee pension contribution rate for all members employed prior to October 1, 2012, shall be 10.99% for FY23—FY24 FY26.
- 4. Effective October 1, 2020, the required employee pension contribution rate for all members employed on or after October 1, 2012, for shall be-13.69% for FY21—FY23.

For the City

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March 15, 2023

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PBA/City of Tallahassee
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5. Effective October 1st, 2020, any member who is either currently in, or enters, DROP shall no longer be required to contribute to the pension plan.

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6. In the event that a bargaining unit member is killed in the line of duty while employed by the City of Tallahassee, the City of Tallahassee shall provide 100 of the member's Average Financial Compensation to their heir/heirs in monthly payments. This provision shall be effective on January 1, 2000; however, all pension payments begin no earlier than the date of this ratification; however, the heir/heirs shall be entitled to any retroactive payments beginning January 1, 2016.

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(9) Effective October 1, 2021, Plan D pension plan is established for bargaining unit members with a pension plan entry date on or after October 1, 2021. The required pension contribution rate for bargaining unit members in Plan D is 10.99% for FY24 - FY26. FY2022

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(a) Plan D Normal Retirement - 25 Years of Service Regardless of Age OR 5 Years of Service and Age 55.

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(b) Plan D Benefit Formula - Highest consecutive 60 months' pensionable compensation - (5 years) DIVIDED by 60 (months) TIMES pension accrual. (does not include overtime).

167 168 (c) Plan D Early Retirement - 5 Years of Service and Age 50 - penalty per year from age 55 of six (6) percent for each year prior to such employee's projected unreduced normal retirement date calculated from his date employment.

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(d) Plan D Accrual - 3% ATB (27 years).

171 172 (e) Plan D COLA - 3% (Cost of Living Adjustment) - October 1st, after attainment of age 62.

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11.7 Leave Payout - Pension

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Personal leave may be used in the calculation of an employee's pension benefit provided the employee was employed on the date of ratification of this agreement and had personal leave credited on September 30, 2013. A maximum of two hundred forty (240) hours of combined personal and sick leave may be used towards an employee's pension benefit

For the City

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March 15, 2023

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March 14, 2023

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PBA/City of Tallahassee UNION Proposal - Article #11 Officers and Investigators DATE: March 14th, 2023 Page 7 of 7 calculation; however, an employee may have no more than the hours of sick and personal 178 leave that were accrued as of September 30, 2013, included in the pension calculation upon 179 retirement. Personal and/or sick leave used for this purpose will be deducted from the 180 employee's leave balance(s) when the employee retires. 181 **OPEB - Future Liability** 182 11.8 For the duration of this Agreement, the City agrees to provide at least one quarter percent 183 (.25%) funding towards future OPEB liability incurred from retiree health subsidy, as 184 provided by City Ordinance 10-O-11. 185 Salary Adjustment Documentation 11.9 186 At the beginning of each contract and each subsequent pay adjustment, the City shall 187 provide each employee written documentation of their current step position, to include the 188 step number, hourly rate and yearly base rate. 189 11.10 Premium Pay for Cancelled Days Off or Cancelled Leave 190 191 In the event that management cancels a bargaining unit members leave time or 192 regular day off, the bargaining unit member shall be compensated and time and 193 one-half (1.5x) with a four (4) hour minimum regardless of whether the overtime 194 rules have met or not by the bargaining unit member. 195

For the City

Michael Mattimore

Date

City's Chief Labor Negotiator

March 15, 2023

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George J. Corwine

PBA/City of Tallahassee UNION Proposal - Article #12 Officers and Investigators DATE: March 9th, 2023 Page 1 of 1

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ARTICLE 12 ALLOWANCES

12.1 Clothing Allowance

Police investigators <u>Bargaining unit members</u> assigned to Special Investigations, <u>Career Criminal Unit (CCU) and ATF Task Force Officers</u> will receive a biweekly allowance to purchase appropriate civilian clothing, in an amount totaling <u>FY 2021 (\$550) per year, FY 2022 (\$725) per year, FY 2023 (\$900) per year nine-hundred dollars (\$900) per fiscal year.</u> This allowance will cover replacement of clothing that becomes unserviceable due to normal wear. Civilian clothing damaged outside of normal wear, and due to necessary job actions, will be replaced upon the approval of the Bureau Commander.

Personnel assigned to the Internal Affairs Unit and the Criminal Investigations, Operational Support, Internal/External Affairs, Administrative Services, and High-Risk Offenders Bureaus (excluding members of the Drug Interdiction Unit, General Narcotics Unit and Technical Operations Unit as identified by the Section Commander) will be provided with Department-issued alternative uniforms.

12.2 Cleaning Costs

The City will provide for the cleaning of uniforms and on-duty civilian clothes for all employees in the bargaining unit at no cost to the employees.

For the City

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City's Chief Labor Negotiator

Ward 9, 2023

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PBA/City of Tallahassee UNION Proposal - Article #14 Officers and Investigators DATE: March 14th, 2023 Page 1 of 4

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ARTICLE 14 PHYSICAL FITNESS AND WELLNESS

It is understood that the City retains the right to require employees to be in 14.1 good physical condition so that they are able to perform the essential duties described in the City of Tallahassee job specification for Sergeant or Lieutenant.

Employees hired after October 1, 2020, will be required to maintain a physical fitness standard annually that was completed as a new hire listed below. The Physical Ability Test Battery shall be administered by the City of Tallahassee during the months of May and November. The bargaining unit member can choose to either participate in May or November but must do so once per calendar year unless the bargaining unit member provides medical documentation outlining their restriction in participation.

PHYSICAL ABILITY TEST BATTERY - Hired AFTER October 1, 2020

The Physical Ability Test for each test item is recorded and added on the individual participant's sheet. The member must perform at least the minimum required number of correct sit-ups/push-ups and complete the walk, or the run, swim, biking (gym style bike similar to the Rogue Echo Bike). or rowing (gym style rower similar to the Concept2 Rower) within the minimal time for their age group. The correct method for completing the pushups and sit-ups will follow Cooper Standards that are effective October 1, 2020.

For the City

Michael Mattimore

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March 15, 2023

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March 14, 2023

PBA/City of Tallahassee UNION Proposal - Article #14 Officers and Investigators DATE: March 14th, 2023 Page 2 of 4

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Physical Ability Test Battery - Males (minimum amounts and times)

	Age 20-29	Age 30-39	Age 40-49	Age 50-59
Pushups (# in one (1) minute)	24	19	13	10
Sit-ups (# in one (1) minute)	37	35	31	26
1,5 Mile Run (minimum)	16:30	17:30	18:30	19:00
3,000 Meter Rowing	<u>16:30</u>	<u>17:30</u>	<u>18:30</u>	<u>19:00</u>
6,400 Meter Biking	<u>16:30</u>	<u>17:30</u>	<u>18:30</u>	<u>19:00</u>
500 Meter Swimming	<u>16:30</u>	<u>17:30</u>	<u>18:30</u>	<u>19:00</u>
3 Mile Walk (minimum)	44:00	46:30	49:00	52:00

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Physical Ability Test Battery - Females (minimum amounts and times)

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	Age 20-29	Age 30-39	Age 40-49	Age 50-59
Pushups (# in one (1) minute)	11	9	7	5
Sit-ups (# in one (1) minute)	29	28	21	16
1.5 Mile Run (minimum)	16:30	17:30	18:30	19:00
3,000 Meter Rowing	<u>16:30</u>	<u>17:30</u>	<u>18:30</u>	<u>19:00</u>

For the City

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PBA/City of Tallahassee
UNION Proposal - Article #14
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<u>6,400 Meter</u> Biking	<u>16:30</u>	<u>17:30</u>	<u>18:30</u>	<u>19:00</u>
500 Meter Swimming	<u>16:30</u>	<u>17:30</u>	<u>18:30</u>	<u>19:00</u>
3 Mile Walk (minimum)	44:00	46:30	49:00	52:00

The 1.5-mile Run, or 3-mile Walk may count only once per year for physical fitness incentive pay included in Article 11.

The Training Section of the Police Department shall be responsible for administering the qualifying test provided for in section (14.1 and 14.2).

14.2 Remedial Testing

If any bargaining unit member hired after October 1, 2020 fails to meet the above Physical Ability Test Battery, the member will be retested every three (3) months for one (1) year. If the member cannot pass the Physical Ability Test Battery after one (1) year, the member may be terminated.

14.3 Medical Examination

All employees may request a medical examination on a periodic basis, but no more frequently than annually. The type of examination will be at the discretion of the City. If the medical examination is given by a health service or a physician selected and paid by the City, the results of such examination will be sent to the employee's personal physician and retained by the physician designated by the City. The Department physician will notify the Police Chief only if the employee is experiencing a medical condition that would impair his ability to perform his duties. Such examination shall be considered as working time and the employees shall be paid two hours of call back pay if the appointment is scheduled outside of the employee's working hours.

14.4 Cardiovascular Testing

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March 14, 2003

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PBA/City of Tallahassee UNION Proposal - Article #14 Officers and Investigators DATE: March 14th, 2023 Page 4 of 4

The Association may provide cardiovascular testing (Cardiovascular Diagnostics) to bargaining unit members on an annual basis. There is no obligation on the part of the member to accept this testing. The City shall provide a facility or a room large enough to accommodate the testing provided that the Association has given the City at least sixty (60) days' notice prior to the testing.

For the City

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March 15, 2023

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March 14, 2023

PBA/City of Tallahassee **UNION** Proposal - Article #15 Officers and Investigators DATE: March 9th, 2023 Page 1 of 5

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ARTICLE 15 OTHER BENEFITS

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15.1 **Property Assignments**

(1) Uniforms and Equipment

Each employee shall be provided with a sidearm. A shot gun shall be provided upon request, if available. Each employee will be issued uniforms, standard issue duty gear, radio, protective gear, and accessories in accordance with the present checklist of clothing and equipment issue, plus replacements as required by normal wear and tear or due to theft.

(2) Property Damage and Loss

Employees shall maintain securely and in good condition all City property and equipment issued and/or assigned to them. Employees shall reimburse the City for the cost of repair or replacement of property or equipment lost, stolen, or damaged, while on or off duty, as a result of the employee's careless or negligent handling, use, or operation of such property or equipment, or as a result of the employee's intentional violation of law, or City or departmental policy.

In the case of major property or equipment items, such as City vehicles, employees shall be liable for reimbursement only if found to have been reckless or grossly negligent in the handling, use, or operation of such property or equipment, or as a result of intentional violation of law, or City or departmental policy. Reimbursement costs for the repair or replacement of City property and equipment shall be the actual cost of repair or replacement up to a maximum of one thousand, five hundred dollars (\$1,500.00). Reimbursement payments may be made as payroll deductions over a period of time not to exceed twenty-four (24) months.

For the City

City's Chief Labor Negotiator

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

PBA/City of Tallahassee UNION Proposal - Article #15 Officers and Investigators DATE: March 9th, 2023 Page 2 of 5

Date

15.2 Gymnasium and Recreational Equipment

The City shall maintain present gymnasium equipment, replacing items rendered inoperable or dangerous as a result of normal wear and tear as needed, for the use of bargaining unit members on their off-duty time. The Police Department shall continue to provide sports uniforms for members of City recreational league basketball, softball, football and track teams. Uniforms will be replaced once every three (3) years.

15.3 Educational Assistance

An employee who has achieved permanent status will be eligible to take courses which are approved in advance by the Chief as being job-related. The participant must successfully complete each approved course with a grade of at least "C", a passing grade for pass/fail courses, or a minimum score accepted by the academic institution for awarding credit for College-Level Examination Program exams. Upon successful completion of the course the employee will be reimbursed for 50% of total tuition costs of not more than a fixed amount of \$750 for undergraduate studies and \$1500 for graduate studies per academic year.

15.4 Group Insurance

The City agrees to offer the same group health insurance coverage to members of the bargaining unit as it offers to non-unionized, non-managerial City employees. The City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance coverage for non-unionized, non-managerial City employees. In the event the Big Bend Chapter of the Florida Police Benevolent Association contracts with an alternative health maintenance organization to provide health insurance coverage solely to members of the bargaining unit, the City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance coverage for non-unionized, non-managerial employees. Such contribution shall be remitted monthly by the City to the PBA following receipt of documentation of

For the City	For PBA
Michael Mattinare	1
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March 9, 2023	3/4

Chief Labor Negotiator
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PBA/City of Tallahassee **UNION** Proposal - Article #15 Officers and Investigators DATE: March 9th, 2023

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Death Benefit 15.5

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The City agrees to cover employees for a death benefit in compliance with Section 112.19, Florida Statutes.

An employee who retires shall have the right to continue his term life

insurance coverage, if enrolled at date of retirement per the group contract.

The cost of coverage shall be deducted from the retiree's pension check.

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15.6 **Personal Property**

The City agrees to replace eligible personal property or provide reimbursement to a department member for loss or damage to such property, if the loss or damage occurred while the member was conducting official business in an on-duty status and the loss or damage did not result from the member's negligence, carelessness, or wrongdoing. The decision to repair or replace will be made at the City's option. The terms "loss" or "damage" do not include ordinary wear and tear. Members are advised against use of expensive personal property while on duty in recognition of the limits of reimbursement as set forth in this Article.

The following are personal property items which members may seek replacement or reimbursement and the limits of reimbursement or replacement cost:

- (1) Prescription glasses/contact lenses will be repaired or replaced based on actual cost not to exceed two hundred dollars (\$200.00). Reimbursement cost would not include the cost of any eye exam or added features such as tinting or designer frames.
- (2) Sunglasses may be repaired or replaced at actual cost not to exceed twenty- five dollars (\$25.00).
- hirad or replaced at actual cost not to exceed

(3) vvatches may be repa	ilred or replaced at actual cost not to exceed
For the City	For PBA
Michael Mattinne	J. J
Michael Mattimore	George J. Corwine
City's Chief Labor Negotiator	PBA's Chief Labor Negotiator
March 9, 2023	3/9/2023

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PBA/City of Tallahassee
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City's Chief Labor Negotiator

March 9, 2023

seventy- five dollars (\$75.00). 109 110 111 (4) Agency approved personal rifles may be repaired or replaced at actual cost not to exceed five hundred dollars (\$500.00). Additions to the core 112 113 rifle will not qualify for reimbursement. 114 115 Members authorized to wear civilian clothing while on duty may be compensated for damaged clothing at actual cost not to exceed the following 116 117 rates: 118 Trousers, skirts – forty dollars (\$40.00) 119 Shirts, blouses – thirty dollars (\$30.00) 120 Jackets, sweaters – seventy-five dollars (\$75.00) 121 Shoes – fifty dollars (\$50.00) 122 123 124 The following articles are not eligible for replacement or reimbursement: Jewelry (other than watches) 125 Currency 126 Cell phones/electronic equipment 127 128 Authorized equipment used in lieu of, or in addition to, departmental 129 issue. 130 **Orientation Day Briefing** 131 15.7 132 133 The Association will be granted one hour of time during new officer orientation to explain jointly with the Management Division Head the 134 provisions of the Agreement and the functions of the Association. The 135 Association agrees to comply with Section 447.509, Florida Statutes. 136 137 The President of the Association or his designee will be notified by the 138 Employee Resources Section Head as to the scheduling of new officer 139 orientation sessions. 140 141 142 15.8 **Rules and Regulations** 143 A personal copy of the Written Directives Manual will be provided on compact disk in an electronic format to new hires, and to any member who requests 144 For the City For PBA Nichal Wattinne

George J. Corwine

Date

PBA's Chief Labor Negotiator

PBA/City of Tallahassee UNION Proposal - Article #15 Officers and Investigators DATE: March 9th, 2023

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a compact disk. Any amendments to the Written Directives Manual will be communicated to employees as soon as practicable, and copies of the amendments shall be distributed within thirty (30) days of their effective date. Employees will sign for their copy of the Written Directives Manual and all amendments.

An official copy of the City Personnel Policy and Procedures Manual will be kept in the Police Department Employee Resources Section and will be available during regular operating hours for reference. Employees, who have the prior approval of their supervisors if the employees are on duty, will be permitted to review the Personnel Policy and Procedures Manual during the above-mentioned hours.

15.9 Voting

Any employee who resides in and is a registered voter in the City of Tallahassee who does not have time outside normal working hours to vote in a City election because of assigned police duties may be given, at the discretion of his supervisor, up to one (1) hour of paid administrative leave in order to vote.

For the City

Michael Mattimore

City's Chief Labor Negotiator

March 9, 2023

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For PBA

George J. Corwine

PBA's Chief Labor Negotiator

3/9/2023

PBA/City of Tallahassee UNION Proposal - Article #19 Officers and Investigators DATE: March 9th, 2023 Page 1 of 2

ARTICLE 19 PROMOTIONAL EXAMINATIONS

- 19.1 For purposes of this Article, promotion will be defined as moving an employee from a position in one class in the bargaining unit to a different position in another class in the bargaining unit, which has a greater degree of responsibility and a higher maximum salary.
- 19.2 The promotional process is as follows:
 - (1) The Promotional Process Announcement will be posted at least thirty (30) days prior to the written examination date. This announcement shall identify specific study reference materials, which were used to create the test questions on the examination being given (to include General Orders, Florida Statutes, Tallahassee Police Department Legal Bulletins, and Collective Bargaining Agreement articles).
 - (2) To apply for the promotional process, an employee must have at least five (5) years of full-time service as a sworn law enforcement officer and at least three (3) of those years must be at the Tallahassee Police Department.
 - (3) Application for the promotional process shall consist solely of a transfer request and resume submission.
 - (4) The Department will administer a written examination (consisting of 100 questions) for those employees who successfully applied for promotion under sections (2) and (3) of this article. The Department is responsible for creating a fair process to create and validate the questions, administer and score the examination, and to resolve any disputes related to the examination questions/answers.
 - (5) Make-up dates, or alternate testing locations, will be limited and at the direction of the Employee Resources Director in consideration of current legal precedent.
 - (6) The written examination will be graded out of one hundred (100) points. An employee who receives a seventy-five percent (75%) or higher on the written examination will be eligible for promotion.

For the City
Michael Mattinare

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March 9, 2023

Mar 9, 2023

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(7) Upon final tabulation of the written examination scores, the Employee Resources Director, or designee, in compliance with Chapter 295, Florida Statutes and Section 702.06, COT Personnel Policy, shall add Veterans Preference Points to the written examination scores of applicable candidates who achieved a score of seventy-five percent (75%) or higher.

(8) The Employee Resources Director, or designee, will then post an alphabetical list of all candidates who passed the written examination and are eligible for promotion.

(9) The Chief of Police has the authority to promote any eligible candidate into any vacant sergeant position or into any sergeant position created or vacated during the time this list is active.

(10) This list will be active for one (1) year.

(11) The current sergeants' eligibility list (TPD memorandum 20-234 published August 7, 2020) shall be valid until August 6, 2021 or until all candidates have been selected from the list, whichever occurs first. During this time frame, the Chief of Police has the authority to promote any eligible candidate on this list into any vacant sergeant position or into any sergeant position created or vacated during the time this list is active.

 (12) The Chief has the authority to implement a promotional process as described in this Article to create a new sergeants' eligibility list effective August 7, 2021. This list shall be valid until August 6, 2022 or until all candidates have been selected from the list, whichever occurs first. The Chief has the authority to promote any eligible candidate from either of the aforementioned lists, into any vacant sergeant position or into any sergeant position created or vacated during the time this list is active, during the time period of August 7, 2021 until August 6, 2022, when both lists are concurrently active.

For the City

Michael Mattimore

City's Chief Labor Negotiator

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For PBA

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ARTICLE 25 1 2 SAFETY AND HEALTH 3 4 **Seat Belts** 25.1 5 6 All employees are required to wear seat belts when driving or riding (1) 7 as a passenger in City vehicles or in a personal vehicle on City business, except in cases of operational necessity. 8 9 Violations of this provision will result in disciplinary action as follows: 10 (2) 11 first offense: oral reprimand 12 (a) 13 second offense: written reprimand 14 (b) 15 third offense: one (1) day, equal to eight (8) hours suspension 16 (c) without pay 17 18 fourth offense: five (5) day, equal to forty (40) hours 19 (d) suspension without pay 20 21 **Traffic Crashes** 22 25.2 23 Violations of this provision will result in disciplinary action as follows: 24 (1) 25 26 (a) first offense: oral reprimand 27 second offense: written reprimand 28 (b). 29 third offense: one (1) day, equal to eight (8) hours suspension 30 (c) without pay 31 32 fourth offense: five (5) day, equal to forty (40) hours 33 (d) suspension without pay 34 35 36 For PBA

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Application and Procedures 25.3

Unless otherwise specified in this Article, the terms, conditions, and procedures contained in Chapter 705 of the City Administrative Policy and Procedures Manual, as it appears upon ratification of this Agreement (as set forth in Appendix Bwhich is attached to and made part of this Agreement), shall apply.

25.4 **Alcohol and Drug Testing**

In an effort to identify and eliminate on-or off-duty controlled substance/alcohol abuse, urinalysis/blood tests and breathalyzer tests shall be administered as provided herein:

- (1) Where a supervisory officer has a reasonable suspicion based upon objective factors resulting in a reasonable and articulated belief that the employee is using, under the influence of, or impaired by alcohol or a controlled substance on the basis of specific physical, behavioral, or performance indicators suggesting such use. Conditions which may constitute reasonable suspicion include, but are not limited to:
 - slurred speech (a)
 - odor of alcohol (b)
 - inability to walk a straight line/staggered gait (c)
 - exaggerated, excited state of emotions (d)
 - bizarre or erratic behavior (e)
 - rapid, dramatic mood swings (f)
 - information obtained from a reliable person with specific (g) personal knowledge
 - n

(h) observation of	the ingestion or possession of alcohol or ar
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74 illegal controlled substance as defined in Chapter 877 and 893. 75 Florida Statutes, during working hours or while on City property, or while operating a City vehicle off-duty 76 77 78 possession of paraphernalia normally associated with (i) improper, unauthorized, or illegal use of controlled substances 79 80 81 physical or verbal altercation (i) 82 83 (k) a traffic crash or occupational accident which does not meet the conditions specified in Section 25.3 (4), but where one or 84 more of the above factors is present 85 86 87 Where a supervisory officer has a reasonable suspicion based upon (2) objective, and articulated factors that the employee has possession 88 89 or is using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician on- or off-duty. 90 91 Where a supervisory officer has a reasonable suspicion that the 92 (3) 93 employee is under the influence of alcohol on-duty, or on an off-duty detail, or traveling to and from same, or while covered for portal to 94 portal pay for workers' compensation. 95 96 97 Following an occupational accident or traffic crash involving a City (4) employee on City business, or an off-duty employee operating a City 98 99 vehicle or utilizing City equipment, a post-accident alcohol and drug test shall be performed under the following conditions: 100 101 102 When it has been determined by the law enforcement officer (a) investigating the traffic crash, or the supervisor investigating an 103 occupational accident, that an employee's actions either 104 contributed to the cause of the accident or crash or cannot be 105 106 completely discounted as a contributing factor to the accident, 107 AND 108 109 The occupational accident or traffic crash results in serious (b) injury, or a fatality to any person, or there was serious property 110

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111 damage to either public or private property. 112 113 Serious injury is defined as a physical condition that creates a substantial risk of death, serious personal disfigurement, or 114 115 protracted loss or impairment of the function of any bodily member or organ and the person is transported to a medical 116 117 treatment facility. 118 119 Serious property damage is defined as one or more of the 120 motor vehicles involved in a traffic crash is "totaled", one or more of the motor vehicles sustains significant disabling 121 122 damage and must be towed from the scene, or the estimated amount of damage to public and/or private property equals or 123 exceeds five thousand dollars (\$5,000). 124 125 126 In the instance of traffic crashes, damage estimates shall be (c) made by the law enforcement officer who conducts the 127 investigation at the scene of the traffic crash. Damage 128 estimates at the scene of an occupational accident shall be 129 130 determined by the employee's supervisor, utilizing whatever resources necessary to make a reasonable and prudent 131 determination of the damage estimate. 132 133 134 At various times, the City shall randomly select bargaining unit (5)members for unannounced alcohol and drug testing. The selection 135 shall be made by the use of a scientifically valid method, such as a 136 137 computer-based random number generator that is matched with the employee's social security, payroll, driver's license, or other 138 comparable identifying number. Each employee shall have an equal 139 chance of being tested under the selection process used, and may 140 141 be tested more than once, depending on the frequency that he is 142 randomly selected. 143 144 The number of employees randomly selected for testing during a twelve (12) month period shall equal an annual rate of not less than 145 fifty percent (50%) of the total number of bargaining unit members 146 subject to testing. If the percentage rate for random drug and/or 147

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alcohol testing provided for in Chapter 705 of the City Administrative Policies and Procedures Manual is reduced during the term of this collective bargaining agreement, the percentage rate for random drug and/or alcohol testing provided for in this Article 25.3 (5) shall be amended in like manner.

This random testing shall only occur while the employee is on-duty, just prior to duty, or immediately upon completing a work period.

The bargaining unit may designate a representative to view any part of the random selection process, and the City will provide upon request any additional information relating to the computer-generated selection programs. At no time during this review process will access be allowed to the actual names of employees being selected for a prospective testing period.

The employee shall have the right to have present during the testing a representative of his choice, but the Department will not be required to wait more than thirty (30) minutes for such representative to arrive. In the event that the employee's initial representative is unable to serve, he may choose another representative, but in no event shall the Department be required to wait more than thirty (30) minutes.

- (6) Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.
- (7) Upon confirmation of a positive test result for an illegal controlled substance, the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.
- (8) Upon confirmation of a positive test result for the illegal use or abuse of a controlled substance, the employee shall immediately be

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For PBA

PBA/City of Tallahassee
UNION Proposal - Article #25
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removed from duty, placed on leave without pay status, and subject to disciplinary action up to and including termination from City employment.

- (9) Upon confirmation of a positive test result for the presence of alcohol at a blood alcohol level of .04 or higher, the employee shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.
- (10) Employees have the option of reporting substance abuse problems directly to the Employee Assistance Program, absent involvement or knowledge by City staff. Under these conditions, it is the employee's responsibility through consultations with the Substance Abuse Professional, to take the appropriate measures (i.e., abstinence from usage, approved leave, request for leave without pay, etc.) to ensure he will not be detected "positive" on an alcohol test pursuant to a legitimate order for testing under this policy.

Under the qualifying criteria stated herein, an employee testing positive for alcohol pursuant to voluntarily submitting himself for rehabilitation shall not be disciplined for the initial positive result. However, the employee shall be subject to disciplinary action for any subsequent test results, or other violations of rules, policies and procedures unrelated to the positive test resulting from the voluntary rehabilitation.

Upon confirmation of a positive alcohol test, an officer will immediately be offered a one-time opportunity to provide a blood sample to be drawn for the purpose of supplementing the results of the original BAC as determined by a breath testing device. The blood sample will be analyzed, and the results held by the testing facility. The results will be retrieved from the testing facility and made available to the City, with a copy provided to the employee, only upon receipt of a written request from the employee within seven (7) calendar days of the original test.

The request for the test results by the employee will be submitted through the City Drug/Alcohol Program Coordinator within seven (7)

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Michael Mattimore

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For the City

For PBA

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Date

PBA/City of Tallahassee UNION Proposal - Article #25 Officer and Investigators DATE: March 9th, 2023 Page 7 of 11

 calendar days from the original test on a designated form releasing the results to the City and acknowledging that the results of the blood test may be used in any disciplinary action emanating from the positive test result. The processing of the blood sample analysis will not impede the disciplinary process initiated by the initial positive test result.

The cost of the blood test will be borne by the City.

(12) Employees who test positive for a controlled substance have a right to have their original samples retested at their own expense if a retest is desired. The employee must submit a verbal or written request for a retest to the City's Medical Review Officer (MRO) within seventy-two (72) hours of the time the employee is notified by the MRO of the positive results.

After receiving the request from the employee for a split specimen, the MRO must immediately provide written notice to the laboratory that tested the primary specimen, directing the laboratory to forward the split specimen to a second HHS-certified laboratory, documenting the date and time of the employee's request. The employee will be reimbursed, and disciplinary action reconsidered if the second test is negative. Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secure, long-term frozen storage for at least three hundred sixty-five (365) days.

(13) The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, employees should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications employees should seek medical advice, as appropriate, before performing work-related duties, and shall first notify their supervisor or a designated supervisor within the departmental chain of command, of any impairment which they may be experiencing.

When taking prescription medications, employees must seek specific

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advice from their physician that the substances in a prescription will not impair their mental functioning, motor skills, judgment, or their ability to perform their essential job functions. Before performing work-related duties, employees shall first notify their supervisor, or a designated supervisor within the departmental chain of command, of any actual or potential adverse effects which are occurring or which they have been advised may occur.

Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible or requiring the employee to take leave consistent with City policy.

In the interest of public and employee safety, and the professional image of City government, a police officer will be terminated from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing, or selling any controlled substances while on or off duty.

25.5 Alcohol and Controlled Substance Testing Procedure

Alcohol and drug testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS), utilizing procedures implemented for workplace drug and alcohol testing programs by the U.S. Department of Transportation. Such rules and procedures shall be implemented with the consideration for the protection, dignity, privacy, and confidentiality of the individual employee throughout the testing process.

25.6 Drug Test Panels and Positive Drug Tests

(1) For drug testing, the drugs that will be tested for include, but may not be limited to, cannabis, cocaine, opioids, amphetamines, and phencyclidine. Other controlled substances may be tested for if there is reasonable suspicion that an employee may be illegally using or abusing a controlled substance not currently part of the specified test

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City's Chief Labor Negotiator

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296 297 298 299 300 301	those specimens that are not negative, Chromatography/Mass Spectrometry (GC/MS) The test will be considered positive if the amou	panel. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the following minimum thresholds as established by the DHHS:		
302 303	Initial test cutoff levels:			
304 305 306	Substance Milliliter	Nanograms per		
000	Marijuana/Cannabis metabolite (THC)	50		
	Cocaine metabolite (Benzoylecgonine)	150		
	Opioids			
	Morphine	2000		
	Codeine	2000		
	Hydrocodone/ Hydromorphone	300		
	Oxycodone/ Oxymorphone	100		
	6-Acetylmorphine	10		
	Phencyclidine	25		
	Amphetamine	500		
	Methamphetamine	500		
	Barbiturates	300		
	Benzodiazepines	300		

For the City

Michael Mattimore

City's Chief Labor Negotiator

For PBA

George J. Corwine PBA's Chief Labor Negotiator

Date

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These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of those substances at other concentrations. Such changes shall be communicated to the bargaining unit as soon as notice is received by the City.

All positive drug test results obtained from drug testing pursuant to this policy shall be reviewed and interpreted by a Medical Review Officer (MRO) prior to transmittal to the City. This review consists of a confidential interview with the employee to determine if there is an alternative medical explanation for the drugs found in the employee's specimen. If the employee provides appropriate documentation to the MRO that it is a legal and prescribed medical use of the prohibited drug, the drug test result is reported as negative to the City and no further action is required.

25.7 No Use of Tobacco Products

Any member of the bargaining unit on or after September 3, 1985, but prior to October 1, 1990, is prohibited from smoking tobacco on and off duty.

Smoking or the use of tobacco products is prohibited in any City of Tallahassee building or vehicle.

Violations of the no smoking/no tobacco use provisions of this Agreement shall result in further disciplinary action up to and including termination.

In conjunction with future wellness initiatives and health cost control measures, if the City imposes a requirement for nicotine screening to all employees participating in the City's Health Plan, the members of the bargaining unit participating in the City's Health Plan would be subject to nicotine testing.

For the City

Michael Mattimore

City's Chief Labor Negotiator

March 9, 2023

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3/9/2023 Date PBA/City of Tallahassee UNION Proposal - Article #25 Officer and Investigators DATE: March 9th, 2023 Page 11 of 11

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25.8 Infectious Disease Prevention

Each employee will be provided with and utilize all personal protective equipment as required for infectious disease exposure which meets or exceeds the minimum standards established by the State Department of Health for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee who is exposed to blood, other body fluids or infectious diseases. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

Unless otherwise specified, employees violating the provisions of this Article 25.9 shall be subject to progressive disciplinary action up to and including termination from City employment.

25.10 Modified Duty for Non-Work-Related Injuries/Illnesses

A temporary medical condition results from a condition which involves a reasonable expectation of recovery, is limited in duration, and is subject to periodic review of medical information. Individuals with temporary medical conditions are not regarded as individuals with disabilities pursuant to the Americans with Disabilities Act (ADA). If a member's medical condition requires modification of assignment during the treatment period, the member must submit an official request for employer assistance. Under the ADA law and City Policy 1203, Reasonable Accommodation, the need for assistance on a temporary basis is considered impairment, and not a disability. The member's temporary assignment (s) will be based on the needs of the department and the work restrictions identified by the treating physician. The member must have TA/1 and TA/2 forms completed prior to their request being processed. These forms are available in the TPD Employee Resources Office. The Bureau Commander will identify placement as soon as possible. The member will be required to use sick or personal leave until the request process is complete. The member will not be returned to limited or full duty without proper authorization from the treating physician.

For the City

Michael Mattimore

City's Chief Labor Negotiator

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

PBA/City of Tallahassee UNION Proposal - Article # 36 Officers & Investigators DATE: March 9th, 2023 Page 1 of 2 **ARTICLE 36** DURATION 36.1 Term This Agreement shall be effective as of the 1st day of October, 2020 2023, and shall remain in full force and effect through the 30th day of September 2023 2026. If no agreement is reached on a successor agreement by September 30, 2023 2026, then an impasse shall be declared and statutory impasse procedures shall be invoked. This Agreement shall remain in full force and be effective during the period of negotiation 36.2 and may be extended in the manner set forth in the following paragraph. In the event that the City and the Association fail to secure a successor agreement prior to 36.3 the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement. 36.4 Termination

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If either party desires to terminate this Agreement on its expiration date or during an agreed 16 upon extension as provided in Section 37.3 above, written notice must be given to the other 17 party not less than ten days prior to the desired termination date. 18

> The Association and all bargaining unit employees recognize their continuing obligation, both with or without the existence of a collective bargaining agreement, to comply with the strike prohibition in F.S. 447.505.

36.5 Notices

Notices hereunder shall be given by registered or certified mail, and if by the City, shall be 23 addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301, and if 24 by the Association, shall be addressed to the Manager-25

> Human Resources, City Hall, Tallahassee, Florida 32301. Either party may by a like written notice change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

36.6 **Emergencies**

For the City

Michael Mattimore

City's Chief Labor Negotiator

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

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PBA/City of Tallahassee UNION Proposal - Article # 36 Officers & Investigators DATE: March 9th, 2023

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If it is determined that civil emergency conditions exist, including but not limited to, riots, 30 civil disorders, hurricane conditions, or similar catastrophes, the provisions of this 31 Agreement may be suspended by the City Manager during the time of the declared 32 emergency, provided that wage rates and monetary fringe benefits shall not be suspended. 33

For the City

Michael Mattimore

City's Chief Labor Negotiator

For PBA

George J. Corwine

PBA's Chief Labor Negotiator

Mar 9, 2023

APPENDIX A - POLICE OFFICERS AND INVESTIGATORS FY24 - FY26 PAY PLAN (64) 3 19/2025 A Report

	Annual Rate: Biweekly Rate: Hourly Rate:	Annual Rate: Biweekly Rate Hourly Rate:	Annual Rate: Biweekly Rate: Hourly Rate:	Annual Rate: Biweekly Rate Hourly Rate:	Annual Rate: Biweekly Rate: Hourly Rate:	FY24 Annual Rate: Biweekly Rate: Hourly Rate:
	\$tep 8 \$76,153.87 \$2,929.00 \$36.61	\$tep 0 \$64,000.00 \$2,461.54 \$30.77	\$tep 8 \$75,775.00 \$2,914.42 \$36.43	\$62,000.00 \$62,384.62 \$2,384.81	\$tep 8 \$75,398.01 \$2,899.92 \$36.25	\$60,000.00 \$2,307.69 \$28.85
•	\$79,123.87 \$3,043.23 \$38.04	\$tep 1 \$64,457.76 \$2,479.14 \$30.99	<u>\$tep 9</u> \$78,730.22 \$3,028.09 \$37.85	Step 1 \$63,000.00 \$2,423.08 \$30.29	Step 9 \$78,338.53 \$3,013.02 \$37.66	\$60,500.00 \$29.09
	\$tep 10 \$82,209.70 \$3,161.91 \$39.52	Step 2 \$64,915.52 \$2,496.75 \$31.21	\$tep 10 \$81,800.70 \$3,146.18 \$39.33	\$64,000.00 \$2,461.54 \$30.77	\$tep 10 \$81,393.73 \$3,130.53 \$39.13	Step 1 Step 2 Step 3 Step 4 Step 4 Step 2 50,500.00 \$62,687.08 \$64,724.40 \$66,827.95 \$68,999 2,326.92 \$2,411.04 \$2,489.40 \$2,570.31 \$2,653. \$29.09 \$30.14 \$31.12 \$32.13 \$33.1
	\$85,419.99 \$3,285.38 \$41.07	\$65,373.27 \$65,373.27 \$2,514.36 \$31.43	\$\frac{\\$\text{step 11}}{\\$84,995.02} \$\\$3,269.04 \$\\$40.86	\$65,048.03 \$65,01.85 \$2,501.85	\$tep 11 \$84,572.16 \$3,252.78 \$40.66	\$\frac{\text{Step 3}}{\\$64,724.40}\$\$\$2,489.40\$\$\$31.12\$\$\$\$
	\$88,811.17 \$3,415.81 \$42.70	\$tep 4 \$67,497.90 \$2,596.07 \$32.45	\$88,369.32 \$3,398.82 \$42.49	\$67,162.09 \$2,583.16 \$32.29	\$87,929.67 \$87,929.67 \$3,381.91 \$42.27	FY26 PAY PL Step 4 \$66,827.95 \$2,570.31 \$32.13
7 .	\$tep 13 \$92,363.61 \$3,552.45 \$44.41	Step 5 \$69,691.58 \$2,680.45 \$33.51	\$1,904.09 \$3,534.77 \$44.18	\$tep 5 \$69,344.86 \$2,667.11 \$33.34	\$1,446.86 \$91,446.86 \$3,517.19 \$43.96	AN (64) Step 5 \$68,999.86 \$2,653.84 \$33.17
	Step 14 \$96,058.16 \$3,694.54 \$46.18	Step 6 \$71,782.33 \$2,760.86 \$34.51	\$16p 14 \$95,580.26 \$3,676.16 \$45.95	Step 6 \$71,425.20 \$2,747.12 \$34.34	Step 14 \$95,104.73 \$3,657.87 \$45.72	Step 6 \$71,069.8! \$2,733.46 \$34.17
	\$tep 15 \$100,000.00 \$3,846.15 \$48.08	<u>Step 7</u> \$73,935.80 \$2,843.68 \$35.55	\$tep 15 \$99,403.47 \$3,823.21 \$47.79	Step 7 \$73,567.96 \$2,829.54 \$35.37	Step 15 \$98,908.92 \$3,804.19 \$47.55	\$tep 7 \$73,201.95 \$2,815.46 \$35.19

The Chief of Police has the discretion to increase Step 1 by up to 2.0% per year in FY24, FY25 and FY28.

APPENDIX C - POLICE OFFICERS AND INVESTIGATORS FY24 3/9/2023 \mathcal{I}

	FY 24 Salary	FY 23 Salary	FY 24 Salary	FY 23 Salary
Above PCPP2 Above PCPP2	<u>Step 9</u> \$78,338.53	Step 9 \$68,201.35 Changes to:	Step 1 \$60,500.00	Step 1 \$49,895.68
Above PCPP2	<u>Step 10</u> \$81,393.74	Step 10 \$71,270.41 Changes to:	Step 2 \$62,687.08	Step 2 \$50,116.29
	Step 11 \$84,572.16	Step 11 \$74,477.58 Changes to:	Changes to: Step 3 \$64,724.40	<u>Step 3</u> \$52,371.52
	Step 12 \$87,929.67	PCPS1 \$77,829.07	Changes to: Step 4 \$66,827.95	<u>Step 4</u> \$54,728.24
	Step 13 \$91,446.86		Changes to: <u>Step 5</u> \$68,999.86	<u>Step 5</u> \$57,191.01
	Step 13 \$91,446.86	Above PCPP2 \$83,771.00	Changes to: Step 6 \$71,069.85	<u>Step 6</u> \$59,764.61
	Changes to: Step 14 \$95,104.73	Above PCPP2 \$86,284.00	Changes to: Step 7 \$73,201.95	Step 7 \$62,454.02
	Changes to: Step 14 \$95,104.73	Above PCPP2 \$88,873.00	Changes to: Step 8 \$75,398.01	<u>Step 8</u> \$65.264.45

Changes to: Step 15 FY 24 Salary \$98,908.92	Above PCPP2 FY 23 Salary \$91,539.00
to: Changes to: 5	PP2 Above PCPP2 00 \$94,285.00