

# **COLLECTIVE BARGAINING AGREEMENT**

*BETWEEN*

**THE CITY OF PEMBROKE PINES**

*AND*

**THE BROWARD COUNTY POLICE  
BENEVOLENT ASSOCIATION**

*for*

**POLICE OFFICERS AND SERGEANTS**

**October 1, 2006 - September 30, 2009**

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## DEFINITIONS

1. CALENDAR WEEK/CALENDAR DAY:

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

2. EMPLOYEE:

The use of the words employee or employees in this Agreement shall be construed as meaning full time law enforcement personnel in the classifications of Police Lieutenant, Police Sergeant, and Police officer. The term is synonymous with "bargaining unit member" or "member".

3. FULL TIME EMPLOYEE:

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

4. BARGAINING AGENT or UNION:

Shall mean the Broward County Police Benevolent Association.

5. OVERTIME RATE:

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

6. PART-TIME-EMPLOYEE:

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

7. POLICE OFFICER:

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

8. PROBATIONARY EMPLOYEE:

- A. New Hire - An employee who is serving his/her probationary period.
- B. Promotional - An employee who is serving his/her probationary period following assignment to a higher classification.

9. PROBATIONARY PERIOD (NEW HIRE):

- A. New Hire - a period of time whereby the employee's performance is evaluated by his superior officers or the Chief of Police. A probationary period shall be for a period not less than 365 calendar days of continuous employment from the date of certification for a newly hired regular status employee. The normal probationary period shall be 365 calendar days of continuous uninterrupted employment provided that the Chief of Police may extend probationary period of newly hired employees for an additional period not to exceed 90 calendar days of continuous uninterrupted employment. The decision of the Police Chief shall be final. A probationary employee whose probation is being extended shall be notified in writing of the extension not less than ten (10) calendar days prior to the date his normal probationary period would otherwise expire. (Upon request of the employee the superior officers shall counsel with a probationary employee regarding areas, which require improvement during the probationary period). During the probationary period the employee may be laid-off, disciplined, or discharged, without statement of cause, at the sole discretion of the City and such decisions shall not be subject to the grievance or arbitration process of this Agreement. Provisions as to seniority shall not apply to probationary employees; rather seniority shall date back to the initial or adjusted date of employment after an employee successfully completes his probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the highest final academy score. Should there be a tie in this score seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority.
- B. Promotional - a period of time whereby an employee who has been promoted to a higher classification is evaluated by his superior officers or the Chief of Police. Following the promotion of an employee to a higher classification that employee shall serve a probationary period in the higher classification for no less than 365 calendar days of continuous employment.
- C. Extension - Probationary periods, whether following hiring or following promotion, shall automatically be extended for that period of time during which the probationary employee was not performing the normal job function for which he/she was hired or promoted. Provisions of this subsection shall not be limited by sub-section A. or B. This tolling of probationary time shall not apply to service incurred injuries when the employee can render substantial service within the classification.

10. TEMPORARY EMPLOYEE:

An employee holding position that is not permanent, which is of a temporary, seasonal, casual or emergency nature. Such positions are not covered by the Agreement.

11. TEMPORARY POSITION:

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

12. TIME AND ONE-HALF RATE:

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

13. MEAL BREAK:

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

14. REST BREAK:

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

15. WORK DAY OR DAY:

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

## ARTICLE 1

### JOB DESCRIPTION

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

1.2: POLICE OFFICER

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

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

1.3: SERGEANT

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

Illustrative Tasks:

1. Supervises and assists in the work performed by subordinate personnel.
2. Evaluate personnel assigned and prepare appropriate documents.
3. Counsels, trains, reprimands and recommends other disciplinary actions as necessary and appropriate.
4. Assign personnel to various duties/areas and assign meal breaks.
5. Prepare roll calls and conduct roll call briefings.
6. Enforces laws and ordinances, including traffic-related duties.
7. Supervise personnel in the field in regards to all police-related functions and activities.
8. Conduct and document supervisory reviews of subordinate personnel.
9. Approves/disapproves requests for time off.
10. Conducts inspections of vehicles, personnel and other equipment.
11. Ensures that sufficient personnel are on-duty at all times.
12. Ensures that sufficient other resources are available and in a serviceable condition in order to provide police service.
13. Monitors police radio and efficiently manage calls for police service.
14. Responds to calls for service as appropriate and necessary for proper supervision of personnel and management of crime scenes, death scenes, and other functions.
15. Approves/disapproves police reports submitted in electronic or other form.
16. Review officer/detective arrest affidavits (Adult and Juvenile) for accuracy and essential elements and perform police notary function.
17. Continually keep superiors informed of police related activities and other City and personnel issues.
18. Assist in the budget preparation of the various Units within the Police Department.
19. Assist in the preparation and revision of General Orders and other manuals.
20. Responsible for the issuance of News Releases (as required) when authorized by the P.I.O.

**ARTICLE 2**



## **RECOGNITION OF EMPLOYEE ORGANIZATION**

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

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

Excluded: All other employees of the City of Pembroke Pines, specifically excluding the classifications of Chief of Police, Majors and Captains.

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

## ARTICLE 3

### BARGAINING AGENT/CITY CONFERENCES

#### 3.1: JOINT CONFERENCES

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

#### 3.2: COUNSEL OR REPRESENTATIVE

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

#### 3.3: ATTENDANCE AT MEETINGS

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

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

## ARTICLE 4

### MANAGERIAL RIGHTS

- 4.1: The Bargaining Agent recognizes the right of the City through the Chief of Police and City Manager to operate, manage and direct all affairs of the Police Department in accordance with their responsibilities.
- 4.2: These powers include, but are not limited to:
- A. To manage and direct all employees of the Police Department.
  - B. To hire, re-hire, promote, transfer, schedule, assign and retain employees in positions within the Police Department and the City.
  - C. To suspend, demote, discharge, lay-off, and/or take other disciplinary action against non-probationary employees for just cause.
  - D. Set standards of service for all employees.
  - E. Relieve employees from duty because of lack of work, lack of funds or for other legal reasons.
  - F. To maintain the efficiency of the operations of the department.
  - G. To determine overtime work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and public safety and terms of the Agreement.
  - H. To determine the structure and organization of City government including the right to supervise, expand, sub-contract, consolidate, or merge any department and to alter, combine or reduce any division thereof.
  - I. Administer internal security practices in accordance with the rights of management and the Police Officers' Bill of Rights where applicable.
  - J. To determine the number of all employees who shall be employed by the City, assignments, job make-up, activities and the number of hours and shifts to be worked per week including starting, quitting and meal times of all employees.
  - K. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
  - L. To determine the number, types, and grades of positions or employees

assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.

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

## ARTICLE 5

## **CITY REPRESENTATIVE/CITY MANAGER**

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

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

## **ARTICLE 6**

### **REPRESENTATION OF EMPLOYEE ORGANIZATION**

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

## **ARTICLE 7**

## **ACCOMMODATING INDIVIDUALS WITH DISABILITIES**

- 7.1: The PBA understands that the City must comply with laws protecting individuals with disabilities, and to a certain extent the union may also be compelled to assist the City with certain issues that may arise when complying with obligations arising under these laws. It is a City managerial right to determine if accommodation is warranted, and if warranted, the manner by which to accommodate a qualified applicant or bargaining unit employee with a disability.

Whenever a bargaining unit member advises the City or the PBA that actions need to be taken by either party to comply with obligations arising under laws protecting individuals with disabilities, the party so informed will if and to the extent permitted by law have the affected employee make the necessary disclosures to the other party. However, the parties recognize that the bargaining unit member is not required or obligated to make such disclosure. If appropriate, the City, the PBA and the affected employee will meet in order to attempt to resolve the employee's claims.

The Equal Employment Opportunity Commission (EEOC) is currently reviewing the scope of an employer's obligations to make reasonable accommodation in the case where doing so may cause the employer to take action(s) arguably inconsistent with the provisions of a collective bargaining agreement. Should the EEOC's final determination regarding this issue impact the Collective Bargaining Agreement between the parties; the City or the PBA may reopen this Article for further negotiations.

## ARTICLE 8

### **NO STRIKE PROVISION**

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



## ARTICLE 9

### TERM OF AGREEMENT

- 9.1: This Agreement shall be effective October 1, 2006 subject to ratification by the bargaining unit members and adoption by the City Commission of Pembroke Pines, FL., and shall continue until September 30, 2009.
- 9.2: It is understood and agreed that this Agreement constitutes the total agreement between the parties. No term of this Agreement shall be amended, except by the mutual written consent of the parties as they may from time to time agree.
- 9.3: Any Federal, State, or Local Legislation which has an impact upon this Agreement shall be reviewed by both parties with advice of legal counsel so as to properly adjust this Agreement to comply with the law when appropriate.
- 9.4: It is agreed that this Agreement shall terminate on September 30, 2009 thereafter all terms and conditions set forth in this Agreement shall be subject to renegotiations.

**ARTICLE 10**

**COST OF THE AGREEMENT**

10.1: The City and the Bargaining Agent agree to divide the cost of furnishing each member of the bargaining unit with a copy of the Agreement.

**ARTICLE 11**

## **NOTICES AND RULES**

11.1: The City agrees to provide to the President of the Bargaining Agent and/or his designee the following notices of bulletins:

1. Pension Board Agendas
2. City Commission Agendas
3. Discipline Review Agendas
4. Any notices, bulletins which the City Administration issues that would affect the terms and conditions of employment of the members of the Bargaining Agent

11.2: The City shall have the right to establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations and standard operational procedures. The City agrees to provide bargaining unit members with a copy of amendments and changes.

## **ARTICLE 12**

## **HOURS OF WORK AND OVERTIME**

- 12.1: The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except as may be specifically provided herein.
- 12.2: Unless changed by the City pursuant to Section VII, the basic work period for bargaining unit employees will consist of a seven (7) day work period. Hours worked in an amount less than or equal to forty (40) in a seven (7) day work period which are assigned by the City shall be compensated at the regular hourly rate of pay. Hours worked in excess of forty (40) in a seven (7) day work period which are assigned by the City shall be compensated for in cash (or in time off, upon mutual agreement of the employee and the City). In either case, such overtime shall be compensated at time and one half (1 1/2) the employee's rate of pay, or time off at the rate of one and one-half (1 1/2) hour for each hour worked in excess of forty (40) hours.
- 12.3: Employees who have earned compensatory time must use the time off during the fiscal year in which it is earned, provided that a maximum of eighty (80) hours of compensatory time may be carried forward from one fiscal year to the next fiscal year. However, employees whose compensatory time accumulated exceeds the eighty (80) hours on April 30, 1995 will be grandfathered at such accumulation and, therefore, will use their compensatory time accrual on April 30, 1995 as their maximum accrual. However, should such grandfathered employees reduce the amount of accrued time below that which existed on April 30, 1995, and do so before additional hours are earned, then the maximum allowable accrual shall be the amount to which it is reduced. Additional compensatory time earned in a subsequent fiscal year must be used during the fiscal year in which it is earned.

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

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

- 12.4: Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due an employee only the hours actually worked shall be counted. Paid sick time shall not be included as

hours worked for the purpose of overtime payment. Such extra compensation shall be credited toward overtime payable. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement. Other provisions of this Agreement notwithstanding, at no time will the City be required to pay time and one-half the employee's regular rate of pay unless the employee works over forty (40) hours in a seven (7) day work period.

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

When overtime is needed officers who are working the prior shift, in order of seniority, will receive first priority for overtime. Should no on-duty officer volunteer for the overtime, the call-out overtime list will be utilized. The call-out list will rotate just as the detail call-out list rotates. However, officers may not work more than two (2) double shifts in a row.

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

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

- 12.6: All employees shall be required to report to work on time, shall not leave the job early, and shall be prompt in reporting to their assigned duties.
- 12.7: Employees covered by this Agreement shall be given ten (10) calendar days notice of any change in their regular hours of work, work week, work period, work schedule, tour of duty, or work shift, unless an emergency necessitates a quicker change. However, members of specialized units who receive assignment pay, shall be given five (5) calendar days notice of any aforementioned change.

- 12.8: If an employee is called and required to return to his duties after having been off duty for over one (1) hour he will be paid a minimum of four (4) hours at the overtime rate unless the hours worked as a result of the call back extend into the start of the employee's scheduled work period, in which case the employee will

be paid for the actual hours worked. If an employee is called in to duty more than two (2) hours prior to the start of the employee's scheduled work period, the employee will be paid a minimum of four (4) hours at the overtime rate for the period of time prior to the scheduled work period. Thereafter, the employee will be paid for the actual hours worked. Payment will be made in the form of compensatory time or wages upon mutual consent of the employee and City.

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

12.10: SHIFT BIDS

- A. Sworn personnel assigned to the Patrol Division will pick their shifts by seniority twice each year. Both picks will be for a six-month period. The first shift bid period will begin on or about April 1<sup>st</sup>, and the second will begin on or about October 1<sup>st</sup>. The exact dates may vary, due to payroll purposes, but should be no more than 2 weeks before or after the aforementioned dates.
- B. All shift bid picks will begin by mid January and mid July every year, as not to interfere with off-duty detail picks. This allows officers to know their permanent schedules for the upcoming 6 month period, 1 month prior to the new period beginning (March 1<sup>st</sup>, and September 1<sup>st</sup>).
- C. For the shift bid period beginning April 1<sup>st</sup>, all sworn Road Patrol personnel will pick their shift, team, and zone assignments by seniority as "open picks." The first round of picks will be made by the sergeants, followed by officers. There will be 4 rounds of picks for officers, which will be scheduled by seniority. Although zones are assigned by seniority, the Chief of Police or his designee may change a zone assignment for reasonable cause. Nothing in this section shall be construed to eliminate management's rights contained in Article 4.
- D. For the shift bid period beginning October 1<sup>st</sup>, all sworn Road Patrol personnel will pick their shift and zone assignments by seniority, however, not their team assignment. It will not be "open picks". If an Officer chooses to change shifts for this shift bid period, if available, they will remain on the same rotation that they currently are on in order not to circumvent the rotation process. If an

opening on their same rotation is not available, they will be placed wherever an opening exists on that shift. During this bid period, officers may only be “bumped” off of their shift - not off of their Team. The only way in which an officer may be placed on the opposite rotation (team) when changing shifts during this period is if the most junior officer being “bumped” off of the entire shift happens to be on the opposite rotation as that officer.

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

12:11: It is recognized by both parties, that the first 72 hours are crucial following a significant incident, such as a hurricane. Consequently, during the first 72 hours following a significant incident, in which a state of emergency is declared, employees shall be compensated at double time the employees rate of pay, or time off at the rate of double time for each hour worked in excess of forty (40) hours.

## **ARTICLE 13**

### **COURT APPEARANCE AND TRAINING**

13.1: **COURT APPEARANCE**

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

- A. Off-duty appearances as a subpoenaed witness in the Federal Court, Circuit Courts, County Court, or a deposition or statement session when such proceedings involve pending criminal cases of the City. Compensation will be at the overtime rate.
- B. Witness fees received for off -duty or on-duty appearances must be turned into the City via the Court Liaison Office.
- C. Officers shall be responsible for obtaining such fees and transporting \ them to the City Court Liaison Office.
- D. Officers will not receive multiple payments when they receive more than one subpoena for the same date unless the required court appearances are more than three (3) hours apart. Officers will not be compensated more than once for the same block of time.
- E. It is the sole intent of this section to prevent officers from utilizing minimal increments of paid leave time (5 hours or less) to attain overtime. However, nothing shall prevent an officer from choosing to use any increment of paid leave time without receiving compensation for a court appearance.

#### 13.2: BROWARD COUNTY

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

#### 13.3: OFF DUTY TRAINING:

In cases of Officers attending courses mandated by Florida State Police Standards Commission where the Officer, upon completion, receives state incentive compensation, the City retains the right to alter days off for the period so as not to pay overtime. Off-duty training for weapon proficiency shall be paid at the overtime rate for each hour in training. Officers failing to qualify at this monthly session will receive no overtime for future sessions where the Officer attempts to qualify.

#### 13.4: STAND-BY:

Subject to the eligibility requirements set forth herein, employees who are required by a subpoena to be on stand-by for court appearances related to their official duties will receive two (2) hours of stand-by pay for each calendar day they are under the stand-by requirement. To be eligible for stand-by pay an employee must not have been scheduled to work on the calendar day(s) for which the employee is



under subpoena, and must provide acceptable proof of the stand-by requirement. Employees are not eligible for overlapping payments under this article when they receive payment under sections 13.1 and 13.2 of this agreement.

## **ARTICLE 14**

### **TRANSFERS**

14.1: It shall be the sole right of the Chief of Police to transfer employees between units of the Department for the betterment of the service. However, when a transfer means a change in work, hours, or days off; the employee shall be notified no less than ten (10) calendar days prior to the transfer in order to allow the employee to arrange for an orderly change.

## **ARTICLE 15**

## **LAW ENFORCEMENT OFFICERS BILL OF RIGHTS**

- 15.1: No dismissal, demotion, transfer, reassignment or other personnel action which might result in loss of pay or benefits, or which might otherwise be considered a punitive measure shall be taken against any Law Enforcement officer unless such Law Enforcement Officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.
- 15.2: Whenever a bargaining unit member is under investigation and is subject to interrogation by the City or a Disciplinary Review Board, which investigation could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions.
- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
  - B. The interrogation shall take place in the Pembroke Pines Police Department at the Public Safety Building.
  - C. The bargaining unit member under investigation shall be informed of the rank, name and the command of the officer in charge of the investigation, the interrogating Officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one (1) time.
  - D. The bargaining unit member under investigation shall be informed of the nature of the investigation prior to any interrogation, and shall be informed of the name of all complainants.
  - E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
  - F. The bargaining unit member under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
  - G. The formal interrogation of the bargaining unit member, including all recess periods, shall be recorded, on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements.

Upon the request of the interrogated officer, a copy of any such recording

of the interrogation session must be made available to the interrogated officer no later than seventy two (72) hours, excluding holidays and weekends, following said interrogation.

- H. If the bargaining unit member under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all rights prior to the commencement of the interrogation.
  - I. At the request of any bargaining unit member under investigation he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation whenever the interrogation relates to the employee's continued fitness for law enforcement service.
  - J. The employee who is subject of a complaint or allegation shall be notified of the disposition upon the conclusion of the investigation. Investigation shall be concluded with the finding of sustained or not sustained, exonerated or unfounded. Where the evidence is insufficient to sustain the complaint against the employee, the complaint shall be deemed not sustained.
  - K. Except when an employee has been arrested or indicted or charged by a prosecuting official, the Department, on its own initiative, will not release a photograph or home address of an employee under investigation without the employee's written permission and permission of the Chief of Police.
  - L. An employee, officially requested for an internal investigation, to sign a statement given by him, may, if he so requests, receive a copy of that statement.
  - M. Any employee of this bargaining unit who is subject of an internal investigation or review board, will have the right to review the complaint and all written statements and any taped statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview.
  - N. No employee shall be required to submit to a polygraph or other truth measuring devices, nor shall any disciplinary or other action be taken against an employee who refuses to submit to such a procedure.
- 15.3: No bargaining unit member shall be discharged, disciplined, demoted, denied promotion, transferred or reassigned, or otherwise discriminated against in regard to his employment or be threatened with any such treatment by reason of the exercise of the rights granted in this article.
- 15.4: Whenever it is alleged that an employee has violated any rule, regulation, or policy, that employee and the Association shall be simultaneously notified in writing within fifteen (15) calendar days of the City's learning of the infraction.

However, verbal notification may be given on minor violations, and where such notification could hinder an investigation (i.e. criminal) no notification shall be required.

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

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

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

DRUG TESTING

Whenever a member is required to submit to a drug test, the member shall have a right to speak to a representative of the PBA prior to submitting to the test or have a representative present during the test. However, the member shall have only one (1) hour in which to speak to the representative and to respond to the testing facility measured from the time the member is ordered to submit to the test. When the member is ordered to submit to the test, the City shall notify the member as to the time limits contained herein. An order to submit to drug testing shall be made verbally and in writing and in the presence of a Union representative.

The obligation of the member when ordered to submit to a drug test is to obey the order first and grieve later. No member, by virtue of submitting to a drug test, will be deemed to have waived his/her right to grieve the drug test.

## ARTICLE 16

### TIME OFF FOR BARGAINING AGENT BUSINESS

- 16.1: A. The City agrees to establish a Bargaining Agent time pool bank consisting of one hundred and forty (140) hours per year.
- B. It is further understood by the City and Bargaining Agent that there will be carry over from year to year.
- C. Employees shall be released from duty on pool time only if the needs of service permit, but such release shall not be unreasonably denied. If because of the needs of service an employee cannot be released at the time desired, the employee organization may request an alternate employee be released from duty during the desired time. Employee organization time pool hours will be used on an hour to hour basis regardless of the employee using time pool time.
- D. All applicable rules, regulations and orders shall apply to any person on time pool release. Violations of the above mentioned rules, regulations and orders shall subject the member to regular disciplinary process currently used by the City of Pembroke Pines Police Department.
- E. Any employee covered by this agreement may voluntary contribute compensatory time and/or vacation time to the time pool. This Union time pool bank shall be carried over from year to year.
- F. One PBA representative, who must be an executive board member, shall be released from duty, 20 hours per week, with pay to administer this agreement.

## ARTICLE 17

### SENIORITY PRIVILEGES AND BENEFITS

17.1: Unless otherwise provided in this Agreement seniority by job classification shall be the determining factor in scheduling mealtimes, days off, and vacation time. Deviation from the seniority principle shall not be for any arbitrary or capricious reason.

17.2: GENERAL:

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

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

## ARTICLE 18

### SICK LEAVE

#### 18.1: GENERAL:

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

#### 18.2: SICK TIME PAYMENT:

- A. All members of the bargaining unit, who have served at least one (1) year with the City as a Police Officer, or Sergeant shall receive compensation of his unused sick time upon his retirement, termination, or resignation when employee is separated according to the guidelines of Section 13, City of Pembroke Pines Personnel Rules and Regulations.
- B. No reimbursement for sick time will be paid an employee terminated for just cause.
- C. At the end of the fiscal year, after accumulating one-hundred twenty-five (125) sick days, bargaining unit members may be paid for unused sick time for that year over the one-hundred twenty-five (125) days at the budgeted salary for the previous year. This request must be received by the City Manager before September 1st of each year. Sick leave accumulation shall be unlimited for the sole purpose of utilization for illness of an active employee, but for cash payback, shall be limited to a maximum of one-hundred twenty-five (125) days. Upon separation, an employee shall be paid to a maximum of one-hundred twenty-five (125) days at the employee's then existing rate of pay. The City will pay in October all sick time above one-hundred twenty-five (125) days.

18.3: Any bargaining unit member, who has exhausted the accrued sick leave, as a



result of a prolonged illness shall be entitled to substitute vacation for sick leave.

18.4: SICK LEAVE / ACCRUED TIME DONATION

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

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

**ARTICLE 19**

**PERSONAL EQUIPMENT AND UNIFORM ALLOWANCE**

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

19.2: A. The City agrees to compensate each bargaining unit member with a Thirty (\$30.00) dollar per month dry cleaning allowance. All bargaining unit members assigned to the Detective Bureau shall be compensated with a sixty five (\$65.00) dollar per month dry cleaning allowance.

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

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

Shoes	\$75.00
Watch	\$100.00
Knife	\$50.00
Leatherman	\$50.00
Flashlight	\$125 .00
Prescription Eyewear	\$125.00
Secondary Firearm	Up to \$1000.00

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

19.4: A. Each Bargaining Agent member may supply his own firearm for

off duty use. The member will be authorized to carry, for on-duty use, a secondary firearm of his choice providing the firearm meets the following requirements:

1. Weapon must be of a reliable manufacture.
  2. Member must prove proficiency with the weapon.
  3. Must be inspected by a Range officer.
  4. Weapon must be in good working order.
  5. Weapon must be registered with the Department.
  6. Weapon must be a 38, 357, 380, 9mm, 40 caliber or 45 caliber.
- B. The standard issue sidearm for the Pembroke Pines Police will be the Glock model 21NS, 45 caliber, which the City will provide and maintain. The City will also provide and maintain the smaller grip, Glock model 22NS, 40 caliber, for those officers who prefer a smaller grip. (In either case, however, the City will not be responsible for cleaning the firearm). In addition, the City will provide three (3) magazines to all officers who are issued a firearm by the City. Finally, the City will allow personally owned sidearm for on-duty use. However, any such sidearm must be either a Glock model 21 or model 22 and, as with the City provided sidearm, they must be maintained to or within the manufacture's specifications. Privately owned sidearm will be maintained at the users/owner expense and must be made available for inspection upon request. Upon normal retirement, a member may purchase his/her service weapon for \$1.00.
- 19.5: A. Each bargaining unit member who has been issued a police motor vehicle unit by the City as of October 1, 1979, will be authorized to use the unit to and from work and home, court, department authorized training and schools for the duration of this Agreement. The unit shall be used for official use only per Departmental Rules and Regulations. Should the motor vehicle unit be re-called by the City, (member not allowed to use to and from work), for any reason other than misuse and/or as a disciplinary action, the member will receive a three (3) percent increase in his/her base pay at the proper grade and step.
- B. The parties hereto specifically agree and understand that all employees while participating in and using take home vehicles for the purposes described in paragraphs B, C and D, below are not acting in an on-duty capacity. Therefore, it is understood and agreed that as such the employee; shall not be entitled to, or covered by the City for the payment., coverage or benefits afforded to on-duty employees, including but not limited to, coverage/benefits for worker's compensation. Nothing herein shall be construed to affect in any way the City's rights, privileges and immunities as are set forth in Florida Statute, Section 768.28.
- C. Participation in the take home vehicle program is restricted to employees who continuously reside within Broward, Dade or Palm Beach counties.

However, officers who live in Dade or Palm Beach County must reimburse the City 44.5 cents per mile from the Broward County line, to and from their residence, for usage of the vehicle. That being said, any officer who lives within a twenty-five (25) mile radius of the City limits will be exempt from the aforementioned reimbursement clause. The reimbursement will be calculated on a four (4) day workweek for fifty-two (52) weeks per year. Furthermore, it is understood and agreed to by the parties hereto that the use of the take home vehicles under the program is restricted to the listed counties and that the vehicles cannot be taken outside of the listed counties. Notwithstanding the foregoing, employees participating in the program prior to October 1, 1991, shall be permitted to remain in the program as long as they continue to reside at the same address they resided in on October 1, 1991.

- D. Employees participating in the program will be allowed to stop for shopping needed on their direct way home from work. This referred to - shopping shall only be done at a shopping location within the City boundaries. This does not include using the vehicle from home to do any shopping.
- E. Employees shall be allowed to utilize assigned take home City vehicles to travel to and from fitness center to improve the employee's physical fitness, agility and strength.

#### 19.6 Bullet Proof Vests

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

## **ARTICLE 20**

### **CIVIL SUITS**

- 20.1: The City shall provide a defense, inclusive of court costs and attorney's fees, of any bargaining unit member relating to any Civil Suit arising out of their Employment within the scope of their employment. This is to include a false arrest insurance policy, which costs shall be borne by the City.
- 20.2: The City shall reimburse all reasonable attorneys' fees and costs of a bargaining unit member when the member has been charged with a criminal violation(s), which charge(s) arose out of the performance by the officer of official duties for the city (excluding off duty details or any other off duty activities, when an officer is not performing duties within the scope of their employment, unless it becomes necessary for an officer to take a police action) when the law enforcement officer is found to be not guilty.

## **ARTICLE 21**

## **GRIEVANCE AND ARBITRATION PROCEDURES**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure in this Agreement for the resolution of grievances concerning the application or interpretation of the Agreement.

### **21.1: DEFINITION OF GRIEVANCE**

A grievance is defined as a claim or a complaint by an employee or group of employees that the City has violated a provision of this Agreement subject to this procedure during the Agreement's term. Only full-time, non-new hire probationary employees are eligible to file grievances under this procedure.

### **21.2: GRIEVANCE STEPS**

Grievances shall be presented in the following manner:

#### **Step 1**

The aggrieved employee shall, within seven (7) days of the occurrence of the events which gave rise to the grievance, or within seven (7) days of the time the employee should have known of the occurrence of the events which gave rise to the grievance, explain or discuss the grievance orally with his or her immediate supervisor. They may call higher-level supervision into the discussion in an effort to achieve a prompt, satisfactory resolution.

The supervisor (if not a Major) may contact the Major for advice and counseling. An answer shall be given to the employee within seven (7) days of the informal discussion.

#### **Step 2**

If the aggrieved employee feels that the matter has not been settled or adjusted to his/her satisfaction by the immediate supervisor, he/she shall present the grievance in written form to the Major with a copy to the City's Human Resource/Risk Management Department Head. Such written grievance should contain as much of the following information as is reasonably known or available to the aggrieved employee(s) so as to facilitate a resolution of the claim:

- 1) The Article and Section of the Agreement alleged to have been violated by, the City;
- 2) A description of the facts, including such matters as dates and times involved in the alleged violations;
- 3) The remedy sought.

The written grievance must be signed by the aggrieved employee. In the case of a grievance filed on behalf of a group of employees the signature of all aggrieved employees shall not be required. At least one or more of the group shall be responsible for signing the grievance and a description of the group shall be given on the written grievance.

The written grievance must be presented within seven (7) days from receipt of the answer in Step 1.

The Major will schedule a meeting with the employee within seven (7) days after receipt of the grievance. If the matter is not resolved at this meeting, the Major shall give a written answer within seven (7) days after the scheduled meeting.

### STEP 3:

If the matter is not resolved by the decision of the Major, the employee shall present the written grievance to the Police Chief or his designee, within (7) days from receipt of the answer in Step 2.

The Police Chief or his designee will review the written grievance and may schedule a meeting with the employee within seven (7) days after receipt of the grievance. The Police Chief or his designee shall give a written answer within seven (7) days either from receipt of the grievance or from the date of the meeting (if a meeting is held).

### STEP 4:

If the grievance is not resolved at the fourth step, the grievant shall within seven (7) days of receipt of the Police Chief's decision present the written grievance to the City Manager. At this step the aggrieved employee(s) or his representative must present to the City Manger in writing the following information: (1) the specific Article and Section of the Agreement alleged to have been violated by the City; (2) a full statement of the grievance, describing the facts, dates and times of the events involved in the alleged violation; and (3) the specific remedy desired by the grievant. The scope of the City's responsibility with respect to the grievance shall be limited to the information given. Before the City Manager makes his decision, the grievance will be discussed with the President of the Bargaining Agent or his designee. The City Manager shall have ten (10) calendar days from receipt of the written grievance to render a decision.

The decision of the City Manager shall be final and the employee shall have no further right of administrative appeal.

### STEP 5:

### ARBITRATION

The Union can advance, on behalf of its Union members, a grievance if the decision of the City Manger has not satisfactorily resolved the grievance. The Union must request arbitration in writing to the office of the Human Resource/Risk Management Department Head, no later than fourteen calendar (14) days after the written response is received in Step 4.

When the Union handles a grievance for any bargaining unit member, but declines to process a grievance because it believes the grievance is without merit, the City is not obligated to arbitrate the dispute if the individual grievant submits it to arbitration.

The Union and the City shall share the cost of arbitration, except the Union shall not be responsible for the cost of arbitration if the arbitration was brought by a non-member.

A non-member may advances a dispute to arbitration pursuant to §447.301, by following the arbitration procedures set forth in this agreement.

#### 21.3: SELECTION OF ARBITRATOR

Whenever the Union requests arbitration in accordance with the provisions of Step 5, the City shall retain the services of Broward County Court Certified Mediation Service for the appointment of an appeals referee to serve as the arbitrator over the employee's appeal. To insure the neutrality of the arbitrator the Mediation Service shall designate one of its members to serve as the arbitrator without input or consultation with the City, employee, or the employee's Union. A hearing shall be scheduled within sixty (60) days of the date of appointment of the arbitrator. Continuances shall be granted for good cause.

The City and the PBA shall agree on a pool of arbitrator's from which the Mediation Service shall utilize to appoint the arbitrator. The pool may be amended every two (2) years, or as needed.

#### 21.4: LIMITS ON ARBITRATOR'S AUTHORITY

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

- A) The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;
- B) The Arbitrator shall have no power to establish wage scales, or to change rates for new jobs;
- C) The Arbitrator is confined exclusively to the question(s), which is presented to him, which question(s) must be actual and existing.
- D) The decision of the arbitrator is final and binding.



- E) The arbitrator may sustain, reverse, or modify the discipline as he/she sees fit.

21.5: APPEAL FROM ARBITRATOR'S DECISION

There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the City, provided the Arbitrator's decision is subject to vacation under Chapter 682, Florida Statutes. The authority and responsibility of the City, as provided by Florida law or the Charter of the City shall not be usurped in any manner.

21.6: COSTS OF ARBITRATION

The Arbitrator will divide the cost of his services between the parties. Each side will pay its own representative and witnesses. Either side desiring a transcript will pay for it.

21.7: TIME LIMITS IN GRIEVANCE/ARBITRATION PROCEDURE

It is the mutual desire of the City and the Union that grievances shall be adjusted as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. The use of word "day" in this Article shall refer to calendar day. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received shall not be counted. Failure of management to observe the time limits for any step in this Grievance Procedure without a mutually agreed written extension of time shall entitle the grievant (or the Union in the case of Step 5) to advance the grievance to the next step. Failure of the grievant (or the Union in the case of Step 5) to observe the time limits for any steps in this Article without a mutually agreed written extension of time shall terminate the grievance. However, this would not prescribe the Union from filing a similar grievance should the issue arise again.

Where a grievance is general in nature, in that it applies to a number of members rather than a single member, or if the grievance is directly between the Employee Organization and the Department or the City, such grievance shall be presented in writing directly to the Chief of Police in Step 3, within the time limits provided for the submission of a grievance in Step 1. The grievance shall be signed by the aggrieved members or a representative of the Employee Organization. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Steps 4 and 5. The arbitration procedures set forth in this article shall also apply.

Additionally, a grievance over discharge, suspension or demotion shall be filed directly with the Chief of Police at Step 3, within the time limits provided for the submission of a grievance in Step 1. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Steps 4 and 5. The arbitration procedures set forth in this article shall also apply.

## 21.8: ELECTION OF REMEDIES

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

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

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

## 21.10: DISCIPLINE REVIEW PANEL

- A. The Panel shall hear appeals in cases involving disciplinary actions, as noted in Section 21.8 above, of permanent employees who have satisfactorily completed their new-hire probationary period.
- B. A written notification from the department head shall be submitted to a regular employee who has been disciplined notifying him/her of the rights to appeal to the Discipline Review Panel.
- C. The appeal by the employee shall be made within ten (10) working days after delivery or mailing to him/her of the written notice, by filing a written request for a hearing to the Panel in the office of the City Manager.
- D. The Panel shall set a time and a place for a hearing to be held at the earliest practicable date within thirty (30) days after the receipt of the

appeal. The Panel shall notify its members, the employee, the department head and the City Manager of the time and place scheduled for the hearing.

- E. The notification to the said parties must include the name of the employee filing the appeal and the names of the Panel Members.
- F. Upon being notified of the aforementioned information, the appealing employee and the Panel Members will have ten (10) calendar days to notify the City of any existing conflict that would prohibit a board member from hearing a case. The notice shall be submitted in writing denoting the conflict in detail.
- G. If a conflict should arise between an employee and a scheduled Panel Member after the ten (10) days have expired, the City shall be notified immediately and take measures to eliminate the conflict. However, nothing shall preclude a case from moving forward if either party fails to adhere to the time limits.
- H. If an Employee Panel Member (or alternate Panel member sitting in place of a regular Employee Panel Member) of the Disciplinary Review Panel determines that he or she has a conflict with an employee who is appealing disciplinary action, then that Employee Panel Member shall recuse him/herself from the case. In such a case, an alternate member will be assigned to hear the case.
- I. If the employee appealing disciplinary action determines that a conflict exists with a Panel Member (or alternate member sitting in place of a regular Panel Member) of the Discipline Review Panel, then that Panel Member shall recuse him/herself from the case. In such a case, an alternate member will be assigned to hear the case.
- J. The Panel shall have the final decision on any said conflict.
- K. The Discipline Review Panel shall not hear any case unless five members (two City members or alternates, two Employee members or alternates, and one neutral member or alternate) are in attendance.
- L. Hearings before the Panel shall be conducted informally in accordance with the procedures established by the board and shall not be bound by formal rules of evidence.
- M. The Panel shall have the power to administer oaths, call witnesses and may complete the production of books, records and papers pertinent to any investigation or hearing authorized under these rules and regulations.
- N. All witnesses, except for the employee and the City's Representative, shall be precluded from the arbitration proceedings or Discipline Review Panel

hearing, except during their testimony. In the event unforeseen rebuttal testimony becomes necessary from a witness who was not otherwise excluded under the provisions of this Section, the Discipline Review Panel or Arbitrator, whichever is applicable, may allow, in their discretion, the witness to testify if they are satisfied that such attendance was in good faith and the necessary testimony was unforeseen.

- O. The Panel will determine whether or not each of the alleged offense(s) has been proven. Any offense(s) which the Panel determines to have not been proven will be unfounded by the Panel. If all of the alleged offenses are unfounded by the Panel, the employee's appeal will be upheld in its entirety. However, if the Panel determines that the employee committed one or more of the offense(s) giving rise to the discipline, but finds that the amount or type of discipline was excessive, the Panel may, upon a three-fifths vote, reduce the discipline imposed.
- P. The Panel shall transmit its findings and decisions to the City Manager, the employee, City Commission and department head within three (3) working days after the completion of the hearing.
- Q. The Panel shall maintain a complete record of all matters submitted to the Panel for its consideration and all findings and decisions made by it. Such reports shall be made available to either party upon request.

#### 21.11 DISCIPLINE REVIEW PANEL

- A. The Panel shall be composed as follows:

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

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

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

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

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

- B. There shall be two alternate members appointed by the City Manager, and two alternate members appointed by the PBA. The regular members of

the Panel shall also choose two (2) alternates for the fifth member.

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

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

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

## **ARTICLE 22**

### **DIRECT ECONOMIC PROVISIONS**

The City agrees to provide the following benefits for the bargaining unit:

22.1: **HOLIDAYS:**

- A. There shall be eleven (11) holidays per year for members of the

bargaining unit as follows:

Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Personal Day

Religious Preference Day - To be taken off with the mutual consent of the employee and Department Head.

Any employee may have the option of taking Martin Luther King Day (3rd Monday in January) if as an unpaid Holiday.

- B. In the event that one of the above named holidays occurs during the course of an employee's vacation, then the employee's vacation will be extended by one day, or the employee would be given compensatory time at straight time for said day.
- C. In the event that one of the above holidays occurs while an employee is on Sick Leave, the employee may receive Holiday Leave and shall not be charged Sick Leave on that day.
- D. Holidays may be accumulated and shall be used along with Vacation Time with the consent of the Chief of Police within the calendar year following when it is accrued. Holiday time may be taken in hourly increments with the consent of the Chief of Police, or his designee.
- E. All members of the bargaining unit shall be entitled to the rate of one times the normal hourly rate, (time or pay), in addition to regular pay for all holidays worked listed in Section A.
- F. In instances where a member of the Bargaining Unit is unable to work on his scheduled workday due to a line of duty injury, said member will be paid for any of the listed and scheduled holidays as though he had worked on the holiday. This would assure the member of being paid for each listed holiday, and would not affect any line of duty injury pay which the City would pay said member. The effect is to be, for pay purposes, the same as if the member had worked a scheduled holiday.
- G. Within thirty (30) days of the end of each fiscal year members who so request, shall be paid up to no more than one (1) years worth of holiday

time as permitted in section 22.2 (A).

22.2: VACATIONS:

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

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

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

F. SEPARATION:

- (a) Employees resigning voluntarily and who give a two (2) week notice of their intention to resign will receive an Annual Leave credit earned as of the date of resignation.
- (b) Payment for accrued vacation applies to employees who have passed their probationary period.
- (c) All earned Annual Leave of employees who die while in the service of the City shall be paid in cash to the spouse or estate of the

employee.

### 22.3: DISCRETIONARY LEAVE

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

### 22.4: BEREAVEMENT LEAVE

- A. All bargaining unit members shall be granted an immediate personal leave up to forty (40) hours in the event of an immediate family member's death.
- B. An immediate family member is defined to include the following: Mother/Mother-in-law, Father/Father-in-law, Step parents, Spouse, Children, Sister, Brother, Grandparents, grandchildren or Foster Children who have been living in the household more than one (1) year.
- C. The City recognizes and agrees that additional time may be needed in certain circumstances and in certain situations where a bargaining unit member shall be permitted to debit either his Vacation or Compensatory Time, at the selection of the employee.
- D. Every bargaining unit member shall be permitted, upon the prior written approval of the City Manager to Bereavement Leave upon the death of a non-immediate family member without pay.

### 22.5: INSURANCE

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

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

Dependant coverage health insurance premiums for those employees who



retire prior to age 50 may be increased no more than 20% over the three-year contract but no more than a 10% in any one year.

The City shall provide health and accident insurance at or above the current level of benefits, for all Police Department employees and their dependents at no charge in allocation of premium costs. The City shall provide payments to H.M.O. plans, (acceptable and qualified by the City of Pembroke Pines) at a premium rate not greater than paid to their group insurance carrier. This benefit shall apply only to employees hired as of September 30, 1991. Effective October 1, 1991, health and accident insurance shall be provided only for the employee at no charge in allocation of premium cost. The City agrees that the dependent premium coverage for those employees hired after October 1, 1991 shall not increase during the first 2 years of this agreement.

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

## ARTICLE 23

### PROMOTION AND EMPLOYMENT

23.1: It is agreed that the City shall fill all promotional classified positions existing within the bargaining unit from within the ranks of the bargaining unit. This section however, is not inclusive of initial employment with the City. The City and the employee organization agree that a probationary period of employment may be determined by the City, which will not exceed one (1) year, except as, or otherwise provided in this Agreement, or as otherwise required by law.

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

23.3: PREREQUISITES:

- A. Only Police Officers with four (4) years of continuous service with the Pembroke Pines Police Department are eligible for the Sergeants exam.
- B. Only Police Sergeants with three (3) years of service as a Sergeant with the Pembroke Pines Police Department are eligible for the Lieutenants exam. Additionally, all personnel shall possess an Associates of Art (A.A.) or an Associates of Science (A.S.) degree, or the semester hours equivalent (60 semester hours) to be eligible to compete in the promotional examination for the rank of Lieutenant.
- C. The promotional test will consist of a written aptitude test, as well as three (3) assessment exercises. The written aptitude test will be scored as pass or fail. A seventy percent (70%) or higher constitutes a passing score. A passing score on the written aptitude test shall be a prerequisite to qualify for the assessment exercises. The score from the written aptitude test shall account for one quarter (1/4) of the overall promotional score and the assessment exercises shall account for seventy-five percent (75%) of the overall promotional score. A score of seventy percent (70%) shall be required for placement on the eligibility list.
- D. Each assessment panel will be comprised of three (3) superior officers from Police Departments of the surrounding communities. No records pertaining to any candidate will be given to the assessment panel and no Departmental personnel will remain during the assessment exercise.
- E. There will be no more than three (3) assessment exercises for each promotional process. The assessment exercises must be applicable to the position for which the candidate is seeking.

Should the City chose to include a project as part of the assessment process

the said project shall be applicable to the current job function of the rank for which the candidate is seeking. Furthermore, the project shall count as one exercise.

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

23.8 READING REQUIREMENTS:

The written examination will be formulated from the Legal Guidelines contained in the Florida State Statute Handbook, select State Statutes and City Ordinances (mutually agreed upon between the City and the PBA), the Pembroke Pines Police Department General Orders and one (1) textbook chosen by the City. The questions on the written examination will be equally distributed between the listed reading material.

23.9: POST TESTING:

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

## ARTICLE 24

### LABOR/MANAGEMENT COMMITTEE

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

## ARTICLE 25

### WAGES

- 25.1: The adjusted merit wage plan shall become effective October 1, 2006 subject to ratification of the Agreement by both parties, and is further subject to funding by the Legislative Body. The City agrees to adjust the plan with a 1.5% increase effective October 1, 2006, 1.5% on April 1, 2007, 1.5% on October 1, 2007, 1.5% on April 1, 2008. Both parties agree that the contract will be re-opened prior to the third year of this agreement, solely to negotiate a third year wage increase. If, within the first two years of this Agreement the average CPI exceeds 3.5% the City and/or the PBA may re-open this wage provision.
- 25.2: Any employee who is hired by the Pembroke Pines Police Department who is a certified Police Officer will start in the Police Officer grade 81 whether the employee is a city employee who is laterally transferring or is a new employee of the City. However, the employee may be placed into a higher pay step utilizing the listed criteria:
- Step 2            Certified police officer with more than one (1) year but less than three (3) years of service as a police officer.
  - Step 3            Certified police officer with at least three (3) years of service but less than five (5) years of service as a police officer.
  - Step 4            Certified police officer with at least five (5) years of service or more as a police officer.
- 25.3: The following criteria will apply for increases under the merit wage plan:
- A.    The City shall have the discretion to evaluate employees under this Article. Evaluation shall be rendered once a year one month prior to the employee's employment date.
  - B.    Increases are designed as an incentive for higher quality performance and more professionalism. All increases shall be contingent upon employees receiving satisfactory or above ratings in evaluations.
  - C.    In the event an increase is denied, a letter explaining the reasons for denial will be given to the person involved.
  - D.    Follow-up evaluations shall be made within three (3) month intervals for all persons denied a wage increase. The intent of the subsequent evaluations is to quickly assess improvement and render the appropriate wage increases.
- 25.4: Any Promotions will result in an increase to the lowest step in the higher grade

(but not less than ten (10%) percent of base pay) which is higher than the member's base salary paid in the lower position. Promotion date becomes the employment date for additional merit increases.

- 25.5: Every bargaining unit employee who has voluntarily or involuntarily terminated his/her employment with the City and has subsequently been rehired shall not be entitled to his/her previous classification. The City Manager shall have the authority to hire certified personnel at the maximum pay level in order to attract and retain suitable personnel.
- 25.6: Every bargaining unit employee, who is required by the City to be employed in a higher classification, shall be entitled to the classification's rate of pay after thirty (30) continuous, uninterrupted days in the higher classification. A promotional examination shall be held in all instances where the temporary upgrading of a classification extends over a thirty (30) day period when the budget provides for the position.
- 25.7: Bargaining unit members, assigned by the Police Chief to Detective Bureau, Dive Team, Field Training Officer, K-9 Unit, Certified Traffic Homicide Investigators within the traffic division, SRO/DARE officers, Community Affairs Unit, Training Unit, Administration/Backgrounds, Computer Unit, Bicycle Unit, Patrol Narcotics Canine, Special Response Team, Crisis Response Team, Drive Team, will receive an additional three (3) percent above base pay at the proper grade in step while assigned to these duties. Provided that, a bargaining unit member may only be eligible for one assignment at any given time even if the employee receives multiple assignments.
- 25.8: Whenever retroactivity is expressly agreed upon by the parties to negotiations a bargaining unit Employee will not be entitled to such retroactive pay unless he is employed at the time of ratification. An employee that has retired or been laid off for non-disciplinary reasons prior to ratification shall be entitled to retroactive pay or the time he/she was employed during the retroactive period.
- 25.9: A Shift differential of seventy-five cents (\$.75) per hour will be paid to members of the bargaining unit whose shifts start at 10:00 p.m. or after and prior to 7:00 a.m. or on the shift, which is more commonly known as Alpha Shift also known as Midnight Shift, also known as Shift One. No shift pay differential shall be paid to any member of the bargaining unit whose shift commences prior to 10:00 p.m. and extends until the time period set forth above.

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

Shift pay differential shall not be compounded for overtime (unless the overtime is a continuation of a members shift), holiday (unless a member works a holiday

and had chosen to be paid for their holidays), or any other purpose. In order for the bargaining agent member to receive the shift pay differential he must work the shift as outlined.

25.10: Effective October 1, 2006, the Sergeants pay scale shall be increased from seven (7) steps to nine steps (9).

25.11: MASTER PATROL OFFICER PROGRAM

- A. A Master Patrol Officer Program will be implemented by the police department and incentives will be given to those officers who qualify.
- B. A Master Patrol Police Officer will receive an additional three (3) percent above base pay at the proper grade in step.

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

**ARTICLE 26**

**LONGEVITY**



26.1: Effective October 1, 2006 Members, upon completion of ten (10) years of continuous, uninterrupted service, shall receive a four (4) percent pay increase. Members with fifteen (15) years of continuous, uninterrupted service shall receive an additional two (2) percent pay increase. Members with eighteen (18) years of continuous, uninterrupted service shall receive an additional two (2) percent pay increase.

## ARTICLE 27

### LINE OF DUTY INJURY

27.1: The City hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

- A. Compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty, not resulting from the use of alcohol or drugs or not contemporaneous with the employee refusing a drug or alcohol test. Such drug and alcohol testing will be consistent with Article 36 of this Agreement.
- B. An injury shall also be deemed to have been incurred in the line of duty if such injury is compensable under the Florida Workmen's Compensation law and reviewed by the City Safety Committee.
- C. The amount of compensation paid shall be the amount required to supplement funds received from the Florida Workmen's Compensation Law and any other disability or other income plan to the point that the employee receives monies equal to his/her salary, with no reduction in benefits.
- D. Compensation under this section shall begin at the time of the line of duty injury or disability. During the first ninety (90) days the Safety Committee shall review said claim.
- E. The term disability as used in this section means a physical condition, which is service-connected that prevents an employee from performing his/her regular or specially assigned duties.
- F. It is the intent of this section to provide supplemental compensation for line of duty injuries only and this section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of items in this section, then the decisions concerning definition of those items under Florida Workmen's Compensation Law shall control.
- G. The City shall have the right to require the employee to have a physical examination by a physician of his choice prior to receiving or to continue to receive compensation under this section.
- H. All bargaining unit employees shall be required to undergo testing for hepatitis A, B, and C and HIV on an annual basis. The costs of such testing shall be borne by the City.

## **ARTICLE 28**

### **MEAL/REST BREAK**

- 28.1: Unless an emergency arises each member shall be entitled to forty-five (45) minutes for meal time per shift.
- 28.2: Unless an emergency arises each member shall be entitled to one (1) rest break per shift, not to exceed fifteen (15) minutes.

## ARTICLE 29

### FAMILY AND MEDICAL LEAVE

- 29.1: The parties agree that the Family and Medical Leave Act Policy set forth in Career Service System Rules and Regulations shall apply in all respects to the bargaining unit employees.
- 29.2: Except as provided herein benefits such as seniority, sick leave or vacation leave do not accrue during unpaid FMLA leave. Provided that, for the first thirty (30) days of unpaid FMLA leave seniority will continue to accrue. Benefits accrued at the time leave began are available upon return from leave.

## ARTICLE 30

### EDUCATIONAL REIMBURSEMENT

- 30.1: Bargaining Agent members attending classes, seminars or other educational institutions for personal and/or departmental betterment, shall be granted a schedule change at the discretion of the Chief of Police to attend said classes, seminars or other institutions provided the classes, seminars or other educational institutions pertain to criminology, police science and/or administration, and/or other similar related subjects and courses necessary to acquire an A.S., B.S., or Masters Degree, in the above related subjects.
- 30.2: Conflict: Each Bargaining Agent member shall be permitted, subject to approval by the Chief of Police to interchange duties with other members (exceptions: supervisors and police officers shall not be permitted to interchange duties) to enable said member to attend said classes, seminars or other educational institutions.
- 30.3: The City agrees to pay for tuition for members of the bargaining unit seeking a degree in police related fields. Reimbursement of tuition according to the schedule listed in the City of Pembroke Pines Career Rules and Regulations manual for all courses necessary to complete the requirements for a college degree (Associates Degree, Bachelors Degree, Masters Degree) will be paid upon completion of a course taken and with a passing grade of a C "or its equivalent". After proof of course completion is furnished by the member, reimbursement will be paid within fourteen (14) calendar days.
- 30.4: Each member desiring reimbursement shall be required to seek course approval from the City Manager's office before classes in desired subject are initiated. Failure to do so shall result in loss in reimbursement eligibility. Members who desire to participate in this program must attend a duly accredited state college or university or a private school that is a state recognized college provided the cost of the courses do not exceed the costs for equivalent courses at a public school, provided, further this program does not include reimbursement for accelerated courses.
- The City reserves the right to limit participation in this program to fifty percent (50%) of the bargaining unit members attending college courses at any one time.
- 30.5: Transportation and Additional Expenditures: Transportation and additional expenditures, i.e.; food and lodging shall be paid by the individual member, unless said attendance was required in writing by the City.
- 30.6: A. Members shall remain in the employ of the City for a twelve (12) calendar months upon completion of an Associates Degree, twenty-four (24) calendar months upon completion of a Bachelor's Degree, and thirty-six (36) calendar months upon completion of a Master's Degree for which reimbursement was granted by the City and received by the member. If the member departs the employ of the City prior to the prescribed period

as set forth herein, the member will be required to reimburse the City for all tuition paid to the member. The City may obtain reimbursement by deducting the proper amount from any amounts owed the employee from the City at the time of separation.

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

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

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

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

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

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

## ARTICLE 31

## **DUES DEDUCTIONS**

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

## ARTICLE 32

### SHIFT EXCHANGE

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



## ARTICLE 33

### SENIORITY/REDUCTION IN FORCE

- 33.1: For the purpose of this Agreement, employees shall have two (2) types of seniority: Classification Seniority and Department Seniority. Classification Seniority is defined as the length of continuous, uninterrupted service in a specific job classification in the Police Department. Department Seniority is defined as the length of continuous, uninterrupted service with the City's Police Department, measured from the employee's initial or adjusted date of employment as a sworn police officer.
- 33.2: Continuous service shall be considered as having been terminated when the employee:
- a) Resigns
  - b) Is discharged;
  - c) Is absent due to a lay-off for more than one (1) year;
  - d) Is absent from duty for a period of three (3) consecutive working days without proper authorization; or
  - e) Has not worked for the City for a period of two (2) years due to non-service disability.
- 33.3: Adjustment of Seniority - Seniority shall continue to accumulate during periods of paid leave of absence, or in the case of "on-the job" injury during the period the employee receives workers, compensation benefits but in no event more than 2 years. The seniority of an employee who is on leave of absence without pay for more than thirty days, or who is on lay-off status, shall not accumulate during the period of such absence.
- 33.4: In the event of a lay-off in a classification within the Department, employees will be laid off in reverse order of their classification seniority. However, the City may disregard seniority in lay-off and recall situations for public safety reasons, which are not arbitrary and capricious. The Police Chief will meet with the President of the P.B.A. and discuss such reasons five working days prior to a decision to disregard seniority.
- If scheduled for lay-off, a bargaining unit employee shall have the right to bump to the next lower rank(s). Upon bumping to a lower rank, a bargaining unit employee's seniority shall revert to Department Seniority. All probationary employees shall be reduced before any non-probationary bargaining unit employee is laid off or reduced in classification. However, if lay off occurs, the bargaining unit employee shall have the right to revert to the next rank(s), Department Seniority permitting, without loss of Classification Seniority.
- 33.5: Employees will be recalled from a lay-off in the inverse order of their lay-off, by

job classification, provided the employee is still qualified to perform his work. Provided further that recall rights shall continue for a period of one (1) year from the date of an employee's lay-off. The City shall notify the employee of all job openings in the employee's former classification during the one (1) year period. Such notification will be mailed to the employee's last known address. The laid-off employee must accept the recall option within ten (10) calendar days of receipt, or the employee will be considered to have forfeited any recall right.

- 33.6: In the event that a member of the bargaining unit has been recalled pursuant to the terms of this Article, such employee shall be required to meet the physical and medical standards required of all new employees by the Department. Failure to meet such standards will terminate such employee's rights to be recalled and to re-employment with the City.

## ARTICLE 34

### OFF DUTY DETAILS

- 34.1: All off-duty details require prior written approval by the Chief of Police or his designee. Prior to the submission of a request for approval to the Chief or his designee for an off-duty detail it is the understanding and agreement of the parties hereto that each request for approval shall be accompanied by an executed Hold Harmless Agreement, in the form approved by the City.
- 34.2: The rate of pay for off-duty details shall be set by the Bargaining Agent on behalf of its members. Payment for off-duty details shall be made directly from the employer to the Bargaining Agent for distribution to the individual officers working the various jobs. The City shall not receive payment nor have distribution or any other responsibilities for off-duty jobs.
- 34.3: It is the understanding and agreement of the parties hereto that each officer working an off-duty detail is deemed to be an independent contractor and as such shall not be covered by the City for benefits afforded to on-duty police officers. However, police officers on off-duty details shall be permitted to utilize a Pembroke Pines police uniform, radio and vehicle. For such usage, the City shall receive two (2) dollars per hour for every detail worked.
- 34.4: Details shall be assigned only to those officers who are off duty and no officer shall accept any off-duty detail when it interferes with his/her normal working hours.
- 34.5: All police officers engaged in off-duty details shall be permitted to wear an official Bargaining Agent pin signifying that the officer is engaged in off-duty employment.
- 34.6: Each officer, while working off-duty details, shall adhere to shall adhere to all policies, rules and regulations of the City of Pembroke Pines Police Department. Any misconduct or breach of policies, rules and regulations will be handled through the Department the same as any on-duty activity.
- 34.7: Any police officer who is on sick leave, workers' compensation or working light duty will not work any off -duty detail during that period.
- 34.8: Any detail that required five (5) or more police officers shall have one (1) police supervisor. If a police supervisor is not available, the senior police officer shall be in charge.
- 34.9: Any police officer on leave due to disciplinary matters shall not work off-duty jobs during the period of that suspension or removal from active duty.
- 34.10 Any police officer may not work more than 24 hours of overall off-duty details

during any 7-day work period (4 on, 3 off). Exception would be when officer is on vacation (minimum of 40 hours leave) then the 24-hour limitation may be exceeded. It is the responsibility of the Detail Liaison Officer(s) of the PBA to report said violation(s) to police administration but does not prohibit the PBA from taking appropriate action.

34.11 Records of off-duty details will be provided to the City at their request.

## **ARTICLE 35**

## RETIREMENT

- 35.1: The City agrees that the City Pension Fund for Police Officers and Fire Fighters in the City of Pembroke Pines shall be amended to also include a normal retirement benefit after completion of twenty (20) years of services irrespective of age (20 and out) only for Police Officer members of the Fund.
- 35.2: Should any Police Officer member of the City Pension Fund for Police Officers and Firefighters in the City of Pembroke Pines elect to retire and terminate employment before attainment of fifty (50) years of age, then it is understood that such members shall be responsible for payment of medical insurance premiums for themselves and their dependents until reaching their fiftieth (50th) birthday. Upon attainment of the fiftieth (50th) birthday, then such retirees shall become eligible for the Retiree Health Insurance Program as defined in City Ordinance number 990 as amended. This Health Insurance Benefit is available to members who have continuous membership in the City's Health Plan.
- 35.3: Upon entering the DROP plan a member will be required to provide to the City an irrevocable letter of resignation with a resignation date effective the last date of the members eligibility in the DROP Plan.
- 35.4: The City agrees to amend the Pension and DROP option for all Police Officers of the current Pembroke Pines Pension Fund for Police Officers who have continuously contributed 10.4% employee contributions since the later of date of hire, 1991, and for all police officers newly hired in the future to provide the following:
- A. A Police Officer may purchase Credited Service for previous service as a certified police officer within the United States, service in the Armed Forces of the United States or the United States Merchant Marines prior to employment by the City, by depositing into the pension fund the full actuarial costs of such Credited Service that would have occurred had the Police Officers been employed by the City for the period of Credited Service purchased. Such payment for said prior service may be made as a lump sum or in installments according to a schedule approved by the Board of Trustees. Installment payments shall require interest at the actuarial rate of return for the years purchased. Such purchase of Credited Service shall take effect upon vesting. The maximum credit for service shall be four (4) years. If provided by law, such deposit may be by direct in-service transfer from a Police Officers' deferred compensation account (457 account) pursuant to Section 457 (e) (17) of the internal revenue Code.

Furthermore, Officers who have completed at least sixteen (16) years of service, and no more than 20 years of service, may purchase an increase in the benefit multiplier not to exceed 80%, by depositing the full actuarial

costs of the benefit into the pension fund. Such payment for the increase may be made as a lump sum or in installments according to a schedule approved by the Board of Trustees. Installment payments shall require interest at the actuarial rate of return for the years purchased. Such purchase of an increase in the benefit multiplier shall take effect upon vesting.

- B. DROP participants shall, within 60 days after adoption of the amendatory ordinance or upon enrollment in the DROP for new DROP participants, and annually thereafter during the month of September, have the option to allocate or reallocate their future DROP contributions and/or their account balance or any portion thereof to a guaranteed fixed rate (eight percent (8%) fund or to continue having their DROP contributions and account balance or any portion thereof earn the same investment return (gain or loss) of the Plan.
- C. On entry into the DROP (or actual retirement) the payment for up to 1000 accrued unused leave hours shall be made, as directed by the participant, either in cash or by payment to the participant's 457 or other qualified plan(s), or a combination of both.
- D. Police Officer participants who elect to retire or enter the DROP upon but not after the earlier of, attaining twenty (20) years of service or age fifty (50) with ten (10) years of service shall be entitled to the following enhanced benefits:
  - 1. The benefit multiplier shall be increased from three percent (3%) to four percent (4%) for active and current DROP Police Officer participants (excluding current retirees). Current DROP participants shall have their original benefit rate recalculated from three percent (3%) to four percent (4%)
  - 2. Calculation of Final Average Compensation shall define earnings as total compensation (including up to and not to exceed one-thousand (1000) hours of payment for unused leave hours) shown on a police officer participant's W-2 form.

For the purposes of pension calculations, regular wages shall be defined as base pay, including all incentive pay, regular longevity pay, assignment pay, and any current or future additional pensionable compensation, including up to no more than 300 hours of overtime per year and up to 1,000 hours of accrued unused leave.

However, employees whose overtime exceeds the 300 hour cap per year, as of October 1, 2006, will be grandfathered at such accumulated value. In doing so, members who have exceeded the 300 hour overtime cap shall have as their new cap the value of their

current highest two years. However, should the value of a 300 hour cap become greater in value than the member's grandfathered cap, the member shall be able to revert to the 300 hour overtime cap. Furthermore, the monthly retirement benefit calculated shall not exceed ninety-eight (98%) of the average aforementioned regular wages for the same highest two years of continuous service.

3. Effective October 1, 2009 and October 1<sup>st</sup> of each year thereafter, members who retire or enter the DROP on or after October 1, 2006 will receive a three (3%) percent increase to their retirement benefit. This benefit shall be applied to all monthly benefit payments for all aforementioned retirees and beneficiaries.
4. Police Officer participants who, as of the adoption date of the amendatory ordinance, have already attained the normal retirement age of twenty (20) years of service or age fifty (50) with ten (10) years of service shall have thirty (30) days after adoption to irrevocably elect the enhanced benefits set forth in D. 1-3, above. Election of these enhanced benefits shall be irrevocable and require the participant, at his or her option, to participate in the DROP retroactively to normal retirement age or 5 years, whichever is less. This will result in the immediate retirement (termination of police department employment) of those participants who, upon adoption, have 25 or more years of service.

In the event a police officer participant who has already attained normal retirement age decides not to elect these enhanced benefits, then retirement benefits shall remain at existing levels. Current bargaining unit members who have not attained 20 years of service on the effective date of the amendatory ordinance shall be allowed to obtain 20 years of service prior to entering the drop.

5. Police Officer participants currently enrolled in the DROP shall have the option, within 30 days after adoption of the amendatory ordinance, to elect the enhanced benefits (excluding D2) retroactively to their attainment of normal retirement age or 5 years, whichever is less (including the period of DROP participation). In the event a current DROP participant decides not to elect these enhanced benefits, then retirement benefits and DROP terms shall remain at existing levels.
6. The City agrees not to rehire, retain, engage, employ or contract any police department employee who is or was a member of the police pension plan to perform any duties that were previously performed by the participant or by any other police officer participant, regardless of rank or position, while the participant was

employed by the city.

E. In order to be entitled to city paid retiree health insurance upon reaching age 50, a participant who retires before attaining age 50 must purchase from the city at his or her own expense, retiree health insurance complying with section 112.0801, Florida Statutes, continuously each month from the time of retirement until attaining age 50.

35.6 The parties agree that in all other respects the Pension Fund for Firefighters and Police Officers shall not be diminished.

35.7 The City agrees to provide all members of the Pembroke Pines Pension Fund for Firefighters and Police Officers with individual pension contracts pursuant to ordinance 1198.

35.8 The City agrees to add police officers to the applicable ordinance containing the excess benefit plan.

35.9 The City agrees to allow current retirees (as of the date of ratification) who do not have a pension COLA the option to irrevocably elect, within sixty (60) days, to receive either their current 13<sup>th</sup> Check or a 2% COLA in lieu of their 13<sup>th</sup> Check. Should a member elect the COLA in lieu of their 13<sup>th</sup> Check the COLA shall go into effect October 1, 2004.

Retirees who retired prior to October 1, 2006 and current DROP participants as of the date of ratification, who currently receive both the 13<sup>th</sup> Check and a 1.5% pension COLA shall have the option to irrevocably elect, within sixty (60) days, to receive either their current 13<sup>th</sup> Check and 1.5 % pension COLA or a 2.5% COLA in lieu of their 13<sup>th</sup> Check and 1.5% COLA. Should a member elect the COLA in lieu of their 13<sup>th</sup> Check the COLA shall go into effect October 1, 2004.

#### 35.10 POST RETIREMENT HEALTH BENEFIT SAVINGS PROGRAM

For those members hired after October 1, 2006, the City agrees to contribute 2% of each participant's salary in the post retirement health benefit plan established by the PBA.

### **ARTICLE 36**

#### **DRUG AND ALCOHOL TESTING**

36.1: The parties agree that the City's Drug Free Work Place Policy as currently set forth in Ordinance No. 1000 shall apply in all respects to bargaining unit employees.



36.2: No member of the bargaining unit shall be subjected to random testing for drugs, alcohol or illegal substances except that those officers volunteering for assignment in the Special Investigations Unit (narcotics investigations) shall be tested prior to entering their assignment, and again upon being transferred out of this assignment.

## **ARTICLE 37**

### **LIGHT DUTY**

37.1: The City will make every reasonable effort to make temporary light duty positions available for either service, or non-service related disabilities. If assigned light duty, officers may be assigned to other law enforcement duties to the mutual benefit of the Department, the officer, and the City. The Chief of Police may, at

his sole discretion, alter the schedule shift, and hours of any officer assigned to light duty upon three (3) calendar days' notice.

## **ARTICLE 38**

### **PHYSICAL FITNESS**

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

**ARTICLE 39**

**FACIAL HAIR**

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

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

- B. The facial hair will follow the jawline and will be kept neatly trimmed And clean at all times and not extend more than one-half (1/2) inch in length at its longest point. Goatees must not extend more than one-half inch in width from the corner of the mouth and must maintain that width to the jawline.
- C. The facial hair shall not extend more than ¼ inch below the jawline nor up onto the cheek under the eye.
- D. The facial hair must be developed while on vacation or otherwise away from the Department. Members will not be permitted to maintain shabby appearances as a result of a simple failure to shave.

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

39.3: After one (1) year this article will be reevaluated by the City Manager, Chief of Police and PBA.

### **CONTRACT SIGNING PAGE**

BROWARD COUNTY POLICE  
BENEVOLENT ASSOCIATION

CITY OF PEMBROKE PINES

\_\_\_\_\_  
VICE PRESIDENT C. VAUGHAN

\_\_\_\_\_  
MAYOR F. ORTIS

\_\_\_\_\_  
REPRESENTATIVE J. FISHER

\_\_\_\_\_  
CITY MANAGER C. DODGE

\_\_\_\_\_  
REPRESENTATIVE G. PARKER

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
REPRESENTATIVE J. RYAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PBA ATTORNEY B. DUFFY

\_\_\_\_\_  
ATTEST: CITY CLERK NEUGENT

\_\_\_\_\_  
DATE