

Tallahassee PD Contract Comparison 2020 - 2023

Below is a summary of the negotiated contract between the COT and PBA for the 2020 – 2023 CBAs.

Items Gained:

1. Article 5 – Grievance – We gained the ability to file grievances anonymously.
2. Article 6 – Hours of Work
 - a. 6.5 – Special Events – events listed in the contract will be paid at the guaranteed overtime rate regardless of the number of hours worked in the pay period.
 - b. 6.9 - Establishment of Shift Differential - \$0.25 per hour for evening shift and \$0.50 per hour for night shift.
3. Article 8 – Personal Leave
 - a. 8.4 – Personal Day Granted – one personal day in year one and two personal days in years two and three.
 - b. 8.5 – Parental Leave – members are eligible for 240 hours of free parental leave for a birth or adoption in accordance with City policy.
4. Article 11 – Wages and Pension
 - a. Wage Increases
 - i. Year one – No step, Zero ATB
 - ii. Year two – either a step or a 3% increase, whichever is greater.
 - iii. Year three – either a step or a 3% increase, whichever is greater.
 - iv. Everyone gets at least 3% regardless of where your pay is currently.
 - b. Run/Walk for the Money – pensionable money
 - i. Year one – amounts remain the same.
 - ii. Year two – amounts increase by 50%.
 - iii. Year three – amounts double.
 - c. Cash Supplement/Flex Bucks
 - i. Year one – zero
 - ii. Year two - \$625
 - iii. Year three - \$750
 - d. 55 COLA was bought by the City for members with a start date from 2001 to 2004.
 - e. Death benefit language was added that says the City will cover 100% of the member's pension if they are killed in the line of duty, effective January 1, 2000.
5. Article 12 – Allowances – Clothing allowance – first year \$550, \$725 for year two and \$900 for year three.
6. Article 17 – Probationary Periods – requires the City to provide written documentation to the member if the member's probation is to be extended with a performance improvement plan.
7. Article 18 – Performance Evals – Requires the statements in an evaluation or PIP that are deemed incorrect, as confirmed at the conclusion of the appeals process, to be removed from the final record.

8. Article 21 – Corrective Action
 - a. Specifies that corrective action reports must be removed from the member's file within one, two or three years from the date the corrective action was issued if no further infractions occur of a similar type.
 - b. Outlines that for the purposes of progressive discipline, the date(s) of the previous infraction(s) shall be used to determine the pending discipline.
9. Article 22 – Internal Investigations – reworded that all investigations shall be completed with the new Chapter 112, Part VI, Florida Statutes.
10. Article 23 – Personnel Reduction – stops the City from laying off members in time limited position and shifts the layoffs to be done on seniority.
11. Article 24 – Residency Requirements – Increased the residency to 50 miles, to include Georgia.
12. Article 31 – Take Home Vehicles – Increases range to 50 miles to include Georgia.

Neutral Items:

1. Article 1 – Recognition – Inserts the term detective with investigator.
2. Article 3 – Non-Discrimination - Change in the language regarding race, color, etc.
3. Article 4 – Consultation – COT and PBA can mutually agree to waive the once per quarter meeting.
4. Article 13 – Use of Personal Cars – Language change regarding Florida Public Safety Institute.
5. Article 14 – Physical Fitness – A physical fitness plan was established for new hires (after October 1, 2020). Please review article 14.
6. Article 20 – Secondary Employment
 - a. Allows the Secondary Employment policy to coincide with City policy.
 - b. Allows for the PBA to consult with the City on proposed policy changes.
7. Article 25 – Health and Safety – makes language compliant with DOT regulations.
8. Article 36 – Duration - Date change only

Items Given to COT:

1. Article 19 – New promotional process – please review article 19. This process cannot begin before August 7, 2021.

PBA/City of Tallahassee
UNION Proposal – Agreement
Sergeants & Lieutenants CBA
Fiscal Year 2020-2023
DATE: February 5th, 2020
Page 1 of 1

AGREEMENT

THIS AGREEMENT, entered into this 1 day of October, 2017 2020, between the **CITY OF TALLAHASSEE** (hereinafter referred to as the “City” or the “Employer”) and the **BIG BEND CHAPTER OF THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**, (hereinafter referred to as the “PBA” or the “Association”) and their successors and assigns:

For the City

Mike Mattimore

City's Chief Labor Negotiator

February 5, 2020
Date

For PBA

~~George J. Corwine
FLPBA Chief Negotiator~~

Feb 5, 2020

PBA/City of Tallahassee
UNION Proposal – Article 1
Sergeants & Lieutenants CBA
Fiscal Year 2020-2023
DATE: February 5th, 2020
Page 1 of 1

ARTICLE 1 RECOGNITION

- 1.1 The City hereby recognizes the Big Bend Chapter of the Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.
- 1.2 The bargaining unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission on December 30, 1981 (Case No. RC-81-056) and includes all sworn police officers in the Tallahassee Police Department with the rank of Sergeant and Lieutenant and specifically excludes all other employees both sworn and unsworn, in the Police Department, managerial employees, confidential employees, and all other employees of the City of Tallahassee.

For the City

For the City

Mike Mattimore
City's Chief Labor Negotiator

February 5, 2020
Date

For PBA

George J. Corwine
FLPBA Chief Negotiator

Date

ARTICLE 3

NO DISCRIMINATION/HARASSMENT AND RETALIATION

- 3.1 The City agrees to continue its policy of not discriminating against any employee on the basis of race, color, gender, sexual orientation, gender identity or expression, age, disability, marital status, veteran status, genetic information, religion, national origin, union membership or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Florida Civil Rights Act or any other similar laws, rules or regulations. Any claim of discrimination by an employee against the City, its officials, or representatives may be grieved under the provisions of Article 5 – Grievance Procedure, or the grievance procedure contained in City Personnel Rules and Regulations.
- 3.2 The Association shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association, and the Association shall not discriminate against any such employees because of membership or non-membership in any employee organization.
- 3.3 All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.
- 3.4 The Association and the City agree to support the principles of equal opportunity and promotion as prescribed by applicable state statutes and federal codes. The parties agree that intimidating, hostile or offensive language or conduct, based on a person's race, color, gender, sexual orientation, gender identity or expression, age, disability, marital status, veteran status, genetic information, religion, national origin or any other characteristic protected by law is unacceptable in the workplace.
- 3.5 Further, the Association and the City agree to not tolerate any form of retaliation directed against an employee or other person who complains about such harassment or discrimination or who participates in any investigation concerning discrimination or harassment.


Michael Rattan
Chief Negotiator
City of Tallahassee

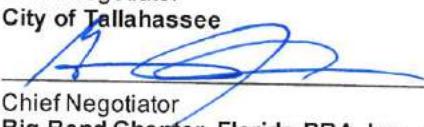
Chief Negotiator
Big Bend Chapter, Florida PBA, Inc.

February 5, 2020
Date:
Feb 5, 2020
Date:

ARTICLE 4 CONSULTATION

- 4.1** The Chief of the Police Department and/or his designated representatives (up to a total of five [5]) shall meet and consult on an as needed basis but at least once per quarter, unless mutually waived by the parties, with five (5) representatives designated by the President of the Association on City law enforcement activities, on any matters which are not covered by this Agreement, and on questions relating to the implementation of this Agreement.
- 4.2** Each party shall submit an agenda to the other party at least seven (7) calendar days prior to each meeting date, and only agendized items will be discussed at the meeting; except with the mutual agreement of the parties, other items not on the agenda may be discussed.
- 4.3** It is understood that these meetings shall not be used for negotiation purposes.
- 4.4** Members of the bargaining unit who serve as Association representatives shall be excused without loss of pay for consultation purposes. Attendance at the consultation meetings outside of regular working hours shall not be deemed time worked.



Michael D. Hattum
Chief Negotiator
City of Tallahassee


A. B. D.
Chief Negotiator
Big Bend Chapter, Florida PBA, Inc.

February 5, 2020
Date: _____
Feb 5, 2020
Date: _____

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 It is the policy of the City to encourage discussion on an informal basis between a supervisor and an employee of an employee complaint. Such discussion should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of the supervisor.

5.2 Definitions

(1) A "grievance" is defined as a dispute involving the interpretation or application of the provisions of this Agreement, except as exclusions are noted in other Articles of this Agreement.

If an employee has a grievance under this Collective Bargaining Agreement, the grievance must be filed under the provisions of this article of the Collective Bargaining Agreement only. Performance evaluations are not subject to the grievance procedure provided for in this article, but shall be subject to the performance evaluation appeal procedure outlined in Article 18 – Performance Evaluations and Conditional Status.

(2) As used in this Article, the term "employee" shall mean also a group of employees having the same grievance. In such event, one (1) employee shall be designated by the group to act as spokesperson and be responsible for processing the grievance.

A dispute involving the interpretation or application of a provision of this Agreement which gives a right to the Association as an employee organization may be presented by the Association as a grievance. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth therein, within fifteen (15) days of the first occurrence of the event giving rise to the grievance.

For the City

Mike Mattimore
City's Chief Labor Negotiator

LITERATURE

2/19/2020

Date

For PBA

George J. Corwine
Chief Negotiator

610

Feb 19, 2020

Date

30 Nothing in this Article or elsewhere in this Agreement shall be construed to
31 permit the Association to process a grievance:

32 (a) on behalf of any employee without his consent. An employee may
33 consent to the Association filing a grievance on their behalf, while
34 remaining anonymous; while understanding the ability to resolve the
35 grievance may be terminally impeded unless their identity can be
36 known, or

37
38 (b) with respect to any matter which is the subject of a grievance, appeal,
39 administrative action before a governmental board or agency, or
40 court proceeding, brought by an individual employee or group of
41 employees, or by the Association.

42 (3) The term "days" as used in this Article shall mean Monday through Friday,
43 excluding any day observed as a holiday pursuant to Article 7 of this
44 Agreement.

45 (4) Where any provision of this Agreement involves responsibility on the part of
46 the Association which, in the view of the City, is not being properly carried
47 out, the City may present the issue to the Association as a grievance. If
48 such grievance cannot be resolved by discussion between the City and the
49 Association on an informal basis, the grievance shall be initiated at Step 2
50 of this procedure by the Director-Human Resources and Workforce
51 Development and submitted in writing to the President of the Association.
52 If not resolved within twenty (20) days following receipt by the Association
53 of the written grievance, the City may submit the grievance to arbitration
54 under the provisions of Section 5.4 (3) below.

55
56 **5.3 Representation**

57 (1) Where Association representation is requested by the employee and the
58 Association agrees to represent the employee, the employee's
59 representative shall be a PBA Grievance Representative. Where

For the City



Mike Mattimore

City's Chief Labor Negotiator

2/19/2020

Date

For PBA



George J. Corwine

Chief Negotiator



Date

60 Association representation is not requested by the employee or the
61 Association declines to represent the employee, the employee's
62 representative shall be any bargaining unit member person of their choice.
63 Representation by legal counsel is permissible at all steps; however, the
64 grievant is required at the time of grievance submittal to advise the City of
65 legal representation. If the employee is not a member of the union, it is the
66 employee's responsibility to obtain a PBA representative, if desired.

67 (2) The Association shall furnish to the City and keep up-to-date a list of
68 employees and staff members authorized to act as PBA Grievance
69 Representatives. Any employee who is designated as an Association
70 Grievance Representative must be an employee in the bargaining unit.

71 **5.4 Procedures**

72 Grievances shall be presented and adjusted in the following manner:

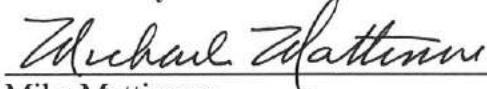
73 (1) **Step 1-Department Level**

74 An employee having a grievance may, within the fifteen (15) days following the first
75 occurrence giving rise to the grievance, submit the grievance in writing to the
76 Police Chief in accordance with 5.6(3) setting forth specifically the complete facts
77 on which the grievance is based, the specific provision or provisions of the
78 Agreement allegedly violated, and the relief requested. The Chief or his designee
79 and the Bureau Commander shall have a meeting with the employee,
80 accompanied by his representative if the employee so desires, to discuss the
81 grievance. The Chief or his designee shall communicate a decision in writing to
82 the employee and to the representative, if any, within fifteen (15) days following
83 receipt of the written grievance. This is the final step in an oral reprimand. The
84 grievance shall not proceed to Step 2 until deemed to be unresolved at Step 1
85 upon receipt of the written decision, expiration of the fifteen (15) day response
86 period, or a mutually agreed upon extension has been exhausted.

87 (2) **Step 2-City Level**

88 If the grievance is not resolved at Step 1, the employee may submit the grievance
89 in writing to the City Manager in accordance with 5.6(3) within fifteen (15) days

For the City



Mike Mattimore
City's Chief Labor Negotiator

2/19/2020

Date

For PBA



George J. Corwine
Chief Negotiator

Feb 19, 2020

Date

90 after receipt of the decision at Step 1. The City Manager or his designee may have
91 a meeting with the employee, accompanied by his representative if the employee
92 so desires, to discuss the grievance. The City Manager or his designee shall
93 communicate a decision in writing to the employee and to the representative, if
94 any, within twenty (20) days following receipt of the written grievance. This is the
95 final step in a dismissal hearing for an employee serving a probationary period,
96 and it is the final step in a written reprimand.

97 (3) **Step 3-Arbitration**

98 If the grievance is not settled in accordance with the foregoing procedure, the
99 employee or the Association, or the City as the case may be, may request
100 arbitration by delivering written notice of intent to appeal to the other party no later
101 than fifteen (15) days after receipt of the decision at Step 2 with a written statement
102 of the specific provision(s) of this Agreement at issue. If the grievance is not
103 appealed to arbitration within said fifteen (15) days, the City Manager's Step 2
104 answer shall be final and binding upon the aggrieved employee or the Association,
105 as the case may be.

106 Within fifteen (15) days after receipt of the appeal to arbitration the parties shall
107 jointly request the Federal Mediation and Conciliation Service, the sole function of
108 that body being to assist in the selection of the arbitrator, to furnish a panel of
109 seven (7) impartial arbitrators particularly skilled in matters involving local
110 government employee relations. Both the City and the Association shall have the
111 right to strike three (3) names from the panel. Within five (5) days after receipt of
112 the list, the parties shall meet and alternatively cross out names on the list. Lot
113 chance shall determine who shall cross out first.

114 Where there is a threshold issue regarding arbitrability, it is understood that in such
115 cases the Request for Arbitration form shall be accompanied by a special request
116 to the Federal Mediation and Conciliation Service for a panel of only three
117 arbitrators who would be available for an expedited arbitration hearing on only the
118 arbitrability issue. Another arbitrator shall be selected to hear the case on its
119 merits. The hearing on this issue shall be limited to not more than one (1) day,
120 and the arbitrator shall be required to make a bench decision on the issue before
121 the hearing is closed. The party losing the arbitrability issue shall pay the fees and
122 expenses of the expedited arbitration.

For the City



Mike Mattimore

City's Chief Labor Negotiator

2/19/2020

Date

For PBA



George J. Corwine
Chief Negotiator

Feb 19, 2020

Date

123 The arbitrator shall issue his decision not later than thirty (30) days from the date
124 of the closing of the hearings or the submission of briefs, whichever is later. The
125 decision shall be in writing and shall set forth the arbitrator's opinion and
126 conclusions on the issue(s) submitted and the appropriate remedy, if any. The
127 arbitrator shall limit his decision strictly to the application and interpretation of the
128 specific provisions of this Agreement, and he shall be without power or authority
129 to make any decisions:

130 (a) contrary to, or inconsistent with, adding to, subtracting from, or
131 modifying, altering or ignoring in any way, the terms of this Agreement or of
132 applicable law or rules or regulations having the force and effect of law;
133 (b) limiting or interfering in any way with the powers, duties and
134 responsibilities of the City under applicable law and the City Charter.

135 The decision of the arbitrator, if made in accordance with his jurisdiction and
136 authority under this Agreement, shall be final and binding on the City, the
137 Association, and the employees in the bargaining unit.

138 In reaching his decision in all cases, the arbitrator shall utilize a preponderance of
139 the evidence standard of proof.

140 The arbitrator may fashion an appropriate remedy where he finds a violation of this
141 Agreement, but no liability, monetary or otherwise shall accrue against the City, or
142 the Association in cases arising under Section 5.2 (4) of this Article, prior to the
143 date of the event which gave rise to the grievance. With respect to grievances
144 involving transfer, demotion, suspension or termination of employment, the
145 arbitrator shall not modify the City's disciplinary action unless he finds the City's
146 action to be arbitrary or capricious. However, this shall not eliminate the proper
147 cause provision contained in Article 21.

148 The fees and expenses of the arbitrator and the cost of a transcript (where both
149 parties agree that a transcript is necessary or where a transcript is requested by
150 the arbitrator) shall be borne by the losing party as determined by the arbitrator.
151 In the event of a compromise award, the arbitrator's fee, expenses, and transcript
152 cost, if any, shall be divided equally by the parties to the arbitration. Each party
153 shall be responsible for compensating and paying the expenses of its own

For the City


Mike Mattimore
City's Chief Labor Negotiator

2/19/2020

Date

For PBA


George J. Corwine
Chief Negotiator

Feb 19, 2020

Date

154 representatives and witnesses, except that the employee filing the grievance and
155 a PBA Grievance Representative shall be excused without loss of pay if the
156 arbitration hearing is held during their regular working hours.

157 **5.5 Time Limits**

158 (1) Failure to initiate a grievance within the time limit in Section 5.4 above,
159 shall be deemed a waiver of the grievance. Failure at any step of this procedure
160 to submit a grievance to the next step within the specified time limit shall be
161 deemed to be acceptance of the decision at that step. However, vacation time
162 shall not be counted in determining time limits which apply to either party.

163 (2) Failure at any step of this procedure to communicate the decision on a
164 grievance within the specified time limit shall permit the employee, or the
165 Association where appropriate, to proceed to the next allowable step. If Step 2 or
166 Step 3 is the last step of the procedure which is available to the grievant, then a
167 response by the appropriate reviewing authority will be provided.

168 (3) The number of days indicated at each step should be considered as a
169 maximum, and every effort should be made to expedite the process. However, the
170 time limits specified in any step of this procedure may be extended, in any specific
171 instance, by mutual agreement.

172 **5.6 General Provisions**

173 (1) If a grievance arises from the action of the Police Chief, the grievance shall
174 be initiated at Step 1. If a grievance arises from the action of an official higher than
175 the Police Chief, the grievance shall be initiated at Step 2.

176 (2) The written submission of a grievance to Steps 1 and 2 shall include a copy
177 of the grievance form submitted at all the formal steps and the written decisions at
178 each preceding step of the grievance procedure.

179 (3) Grievances shall be filed by hand delivery, delivered to Employee
180 Resources during normal business hours (8:00 a.m. – 4:00 p.m.) or by electronic
181 mail sent to an account dedicated for receipt of grievances. Responses may be
182 delivered by hand delivery or by electronic mail to the employee and the
183 employee's representative.

For the City



Mike Mattimore
City's Chief Labor Negotiator

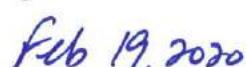


Date

For PBA



George J. Corwine
Chief Negotiator



Date

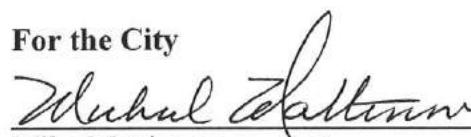
184 (4) There shall be no reprisals against any of the participants in the procedures
185 contained herein by reason of such participation.

186 (5) If a grievance meeting is held during the working hours of any required
187 participant, such participant shall be excused without loss of pay for that purpose.
188 Attendance at grievance meetings outside of regular working hours shall not be
189 deemed time worked.

190 (6) The filing or pendency of any grievance under the provisions of this Article
191 shall in no way operate to impede, delay or interfere with the right of the City to
192 take the action complained of, subject however to the final disposition of the
193 grievance.

194
195

For the City


Mike Mattimore

City's Chief Labor Negotiator

2/19/2020
Date

For PBA


George J. Corwine
Chief Negotiator

Feb 19, 2020
Date

ARTICLE 6

HOURS OF WORK AND OVERTIME

6.1 Workweek

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

(1) Before the beginning of the workweek and before the employee is scheduled to work any extra hours during the forthcoming workweek, the employee requests and is authorized to take personal leave during the forthcoming workweek, in accordance with the department's established procedure, and

(2) During the same workweek for which personal leave has been approved as described above, the employee is subsequently required to work extra hours on a scheduled workday and/or works on a regularly scheduled day off. For the purpose of this provision, extra hours are defined as time worked beyond the employee's normal work schedule for the day or working on a regularly scheduled day off.

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

6.2 Overtime

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

(1) Payment at time and one-half (1 ½) the employee's regular rate of pay when the number of hours actually worked during the workweek is at least forty (40), and payment at the employee's straight time base rate of pay when the number of hours actually worked during the workweek is less than forty (40); or

(2) During the term of this Agreement, at the employee's option, compensatory leave equal to one and one-half (1 ½) times the number of overtime hours worked

For the City

Mike Mattimore

City's Chief Labor Negotiator

1

August 25, 2020
Date

Date

For PBA

~~George J. Corwine~~

Chief Negotiator

Date

Aug 25, 2020

29 when the hours actually worked during the workweek are at least forty (40), and
30 compensatory leave equal to the number of overtime hours worked when the hours
31 actually worked during the workweek are less than forty (40) will be granted in lieu
32 of payment. The amount of compensatory leave accrued shall not exceed eighty
33 (80) hours. All overtime hours which would result in a compensatory leave balance
34 in excess of eighty (80) hours must be paid according to the provisions of Section
35 6.2 (1) above.

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

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

40 **6.3 Call Back**

41 (1) "Call back" is defined as requiring an employee to return to his work-station
42 while on on-call status or for non-scheduled overtime assignments. Call back shall
43 not include a return to work for reasons attributable to the employee (i.e.,
44 completion of reports, etc.).

45 (2) If an employee is called back to work as defined in Section 6.3 (1) above,
46 he shall be paid for all time worked but not less than two (2) hours at a rate of time
47 and one-half (1 ½) his regular rate of pay. Each call back shall be a two (2) hour
48 minimum.

49 (3) Required court attendance that is continuous with the beginning or end of a
50 regular shift shall mean any required court attendance that begins fifteen (15)
51 minutes from the beginning or thirty (30) minutes from the end of the regular shift,
52 in which case the employee is paid from the end or up to the beginning of his
53 regular shift. Other required court attendance that falls outside these parameters
54 would be treated as call back.

55 (4) Call back shall not count as hours worked for the purpose of computing
56 overtime pay.

57 **6.4 On-Call**

For the City

Michael Mattimore

Mike Mattimore

City's Chief Labor Negotiator

August 25, 2020

Date

For PBA

George J. Corwine

George J. Corwine
Chief Negotiator

Aug 25, 2020

Date

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

62 (2) An employee on call is required to leave a telephone number where he can
63 be reached or carry a pager (even if that means the employee must remain within
64 a reasonable call-back radius).

65 (3) In the event that an employee is required to be on call as defined in
66 paragraph 6.4 (1) above, he shall be paid on the following basis:
67

<u>Day</u>	<u>Amount</u>
Weekday	1 hour
Saturday or Sunday	2 hours
Observed Holiday	2 hours

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

73 6.5 Special Event Assignments

74 (1) Special events are generally defined as events which require pre-planning
75 and coordination of personnel and other resources. All Special Event assignments
76 shall be paid at the member's overtime rate regardless of the number of hours
77 worked in the pay period (guaranteed overtime rate of pay). Examples would
78 include, but are not limited to, football games, parades, demonstrations, charity
79 events (walk-a-thons), Springtime Tallahassee, Fourth of July, Winter Festival, etc.

80 For the City

Michael Mattimore

Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020

Date

For PBA

George J. Corwine

George J. Corwine
Chief Negotiator

Aug 25, 2020

Date

81 1. Special Event Assignments are defined as:

82 a. All college football games
83 b. Celebrate America (4th of July event)
84 c. Spring Time Tallahassee
85 d. Winter Fest Parade
86 e. Veteran's Day Parade
87 f. FAMU Homecoming Parade

88 (2) Employees who are required to work overtime to cover special events shall
89 be given at least fourteen (14) calendar days' notice of such assignments except
90 in cases of emergency or when the City does not have at least seventeen (17)
91 calendar days' prior notice of such events. Any violation of this notice requirement
92 shall be grievable under the provisions of Article 5 – Grievance Procedure, but
93 shall not be grievable under the City's grievance procedure. In the event the
94 grievance is resolved in favor of the employee, the disputed hours will be counted
95 as working time for the purpose of computing overtime during the pay period in
96 which the violation occurred.

97 **6.6 Working Out of Classification**

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

102 **6.7 K-9 Officers**

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

108 **6.8 Shift Realignment**

For the City

Michael Mattimore

Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020

Date

For PBA

George J. Corwine

George J. Corwine
Chief Negotiator

Aug 25, 2020

Date

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

114 **6.9 Shift Differential**

115 1. When a bargaining unit member's shift begins between the hours of 1200
116 hours to 1700 hours, the member will be compensated for an additional twenty-
117 five cents (\$0.25) per hour for all hours recorded for that shift.

118 2. When a bargaining unit member's shift begins between the hours of 1700
119 hours to 0500 hours, the member will be compensated for an additional fifty cents
120 (\$0.50) per hour for all hours recorded for that shift.

121 3. Special Event Assignments are exempt from these provisions in this
122 section.

For the City



Mike Mattimore

City's Chief Labor Negotiator

August 25, 2020

Date

For PBA



George J. Corwine

Chief Negotiator

Aug 25, 2020

Date