

ARTICLE 18 PERFORMANCE EVALUATIONS AND CONDITIONAL STATUS

18.1 Performance Evaluations

- (1) Each employee will be evaluated a minimum of once per year after having passed his probationary period.
- (2) The evaluation will be made by the supervisor for whom the employee works during a major part of the year unless the supervisor has terminated or is on a leave of absence.
- (3) The performance evaluation shall be prepared and signed by the immediate supervisor (rater) and reviewed and signed by supervisors through the rank of Bureau Commander. The evaluation will then proceed up the chain of command for review and any changes made in an evaluation by higher-ranking supervisors shall be initiated by the person making the change. The evaluation shall then be returned to the immediate supervisor and discussed with the employee.
- (4) Performance evaluations shall not be subject to the grievance procedure in this Agreement but shall be subject to the performance evaluation appeal procedure as outlined in a. through e. below. For purposes of this Article, the term "days" shall mean Monday through Friday, excluding any day observed as a holiday pursuant to Article 7 of this Agreement.
 - (a) After the rater discusses the performance evaluation with the employee, should the employee feel the evaluation is not an accurate assessment of his performance, the evaluation may be appealed to the rater's rater.
 - (b) The appeal must be submitted in writing and set forth the specific factors on which the employee does not agree with the rating, together with whatever reasons or explanations may be appropriate. Such appeal must be submitted within five (5) days of the date on which the performance evaluation was discussed by the employee and the rater.

For the City

Michael Mattiucci

Mike Mattimore
City's Chief Labor Negotiator

2/19/2020

Date

For PBA

FOR FIBA

George J. Corwine
Chief Negotiator

Feb 19, 2020

Date

- (c) The rater's rater shall have a meeting with the employee within ten (10) days following receipt of the appeal and shall issue a written decision on the appeal within five (5) days following such meeting.
- (d) If the appeal is not resolved at this level, the employee may appeal in writing to each successive step in the chain of command, up to the Police Chief. At each step, the time frames listed in paragraphs (4) (a), (b), and (c) above will apply with respect to submission of the written appeal, meeting with the employee, and written decision from the supervisor hearing the appeal. Once an appeal reaches the level of the Police Chief, the decision made at that level shall be final.
- (e) Any bargaining unit member may appeal their placement on a Performance Improvement Plan (PIP) directly to rater's rater or the Bureau Commander (whoever is higher rank) within 5 business days (excluding weekends and holidays) of receiving notification.
- (f) That person shall have a meeting with the employee within ten (10) days following receipt of the appeal and shall issue a written decision on the appeal within five (5) days following such meeting.
- (g) Any statements in either an evaluation or related to a PIP found to be incorrect, as confirmed at the conclusion of the appeals process, will be removed from the final record.

18.2 Conditional Status

(1) If a permanent employee's performance becomes less than satisfactory, the Police Chief may put the employee on conditional status for up to six (6) months. The Chief shall identify in writing for the employee the specific improvements necessary for the employee to achieve satisfactory performance. The employee's performance shall be evaluated at least each sixty (60) days thereafter until:

(a) the employee's performance has improved and is evaluated as at least satisfactory, and he is put back on permanent status, or

For the City

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City's Chief Labor Negotiator

Date

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- (b) the employee's performance has not improved and is evaluated as below satisfactory, and he is dismissed.
- (2) Any period of service during a conditional status shall not be counted in determining eligibility for any step progression.
- (3) While the placing of an employee on conditional status is not intended to be disciplinary action, it may nevertheless be used concurrently with disciplinary action.
- (4) Conditional status may be appealed under the provisions of the performance evaluations appeal procedure.
- (5) Conditional status shall not be based on a single, isolated incident.

For the City

Michael Mattinae

Mike Mattimore
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2/19/2020

Date

For PBA

~~George J. Corwine~~
Chief Negotiator

Feb 19, 2020

Date

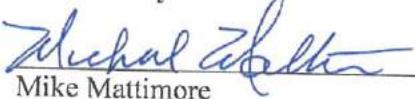
ARTICLE 19 **PROMOTIONAL EXAMINATIONS**

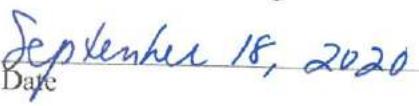
19.1 For purposes of this Article, promotion will be defined as moving an employee from a position in one class in the bargaining unit to a different position in another class in the bargaining unit, which has a greater degree of responsibility and a higher maximum salary.

19.2 The promotional process is as follows:

1. The Promotional Process Announcement will be posted at least thirty (30) days prior to the written examination date. This announcement shall identify specific study reference materials, which were used to create the test questions on the examination being given (to include General Orders, Florida Statutes, Tallahassee Police Department Legal Bulletins, and Collective Bargaining Agreement articles).
2. To apply for the promotional process, an employee must be a non-probationary Sergeant with the Tallahassee Police Department.
3. Application for the promotional process shall consist solely of a transfer request and resume submission.
4. The Department will administer a written examination (consisting of 100 questions) for those employees who successfully applied for promotion under sections 2) and 3) of this article. The Department is responsible for creating a fair process to create and validate the questions, administer and score the examination, and to resolve any disputes related to the examination questions/answers.
5. Make-up dates, or alternate testing locations, will be limited and at the direction of the Employee Resources Director in consideration of current legal precedent.
6. The written examination will be graded out of one hundred (100) points. An employee who receives a seventy-five percent (75%) or higher on the written examination will be eligible for promotion.

For the City

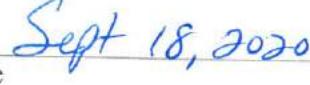


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Date

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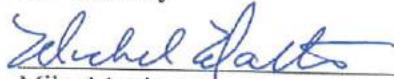
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Date

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COT Proposal – Article 19
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Fiscal Year 2020-2023
DATE: September 15th, 2020
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7. Upon final tabulation of the written examination scores, the Employee Resources Director, or designee, in compliance with Chapter 295, Florida Statutes and Section 702.06, COT Personnel Policy, shall add Veterans Preference Points to the written examination scores of applicable candidates who achieved a score of seventy-five percent (75%) or higher.
8. The Employee Resources Director, or designee, will then post an alphabetical list of all candidates who passed the written examination and are eligible for promotion.
9. The Chief of Police has the authority to promote any eligible candidate into any vacant sergeant position or into any sergeant position created or vacated during the time this list is active.
10. This list will be active for one (1) year.
11. The current lieutenants' eligibility list (TPD memorandum 20-235 published August 7, 2020) shall be valid until August 6, 2021 or until all candidates have been selected from the list, whichever occurs first. During this time frame, the Chief of Police has the authority to promote any eligible candidate on this list into any vacant lieutenant position or into any lieutenant position created or vacated during the time this list is active.
12. The Chief has the authority to implement a promotional process as described in this Article to create a new lieutenants' eligibility list effective August 7, 2021. This list shall be valid until August 6, 2022 or until all candidates have been selected from the list, whichever occurs first. The Chief has the authority to promote any eligible candidate from either of the aforementioned lists, into any vacant lieutenant position or into any lieutenant position created or vacated during the time this list is active, during the time period of August 7, 2021 until August 6, 2022, when both lists are concurrently active.

For the City



Mike Mattimore
City's Chief Labor Negotiator

September 18, 2020
Date

For PBA



George J. Corwine
FLPBA Chief Negotiator

Sept 18, 2020
Date

ARTICLE 20 SECONDARY EMPLOYMENT

20.1 Secondary employment shall be limited to a maximum of twenty-five (25) hours per calendar week. Exceptions to the twenty-five (25) hour maximum may be approved by the Police Chief.

20.2 No employee who is on suspension will be allowed to work any secondary employment for the length of the suspension.

20.3 No employee's secondary employment will be suspended unless the secondary employment was related to the incident which caused the employee to be disciplined. However, secondary employment not directly related to the incident giving rise to the discipline may be suspended if, in the opinion of the Police Chief, the incident giving rise to the discipline was of such a nature that continuation of the secondary employment would adversely affect the employee, the community, or the department.

20.4 Secondary employment shall not present a conflict of interest as defined by City policy and State law between the employee's duties as a City of Tallahassee police officer and his duties for the secondary employer.

20.5 An employee who engages in secondary employment is subject to callout in case of emergency and shall be expected to leave his secondary employment in such situations.

20.6 Secondary employment may not be performed in a manner which interferes with the employee's performance of his duty, ~~nor interrupts the employee's regular work shift in the Tallahassee Police Department or violates written departmental policy. Unless otherwise authorized by the Police Chief in specific instances, secondary employment is not permitted when an employee is serving a probationary period, is on conditional status, or is on sick or administrative leave.~~

20.7 No request for secondary employment will be unreasonably denied. Any employee complaint concerning the application of Article 20.7 may be grieved under the provisions of Article 5 – Grievance Procedure but may not be grieved under the City's grievance procedure.

20.8 **Procedure for Customer Requests for Secondary Employment Officers**

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Mike Mattimore

Mike Mattingly City's Chief Labor Negotiator

August 25, 2020

Date

For PBA



George L. Corwine

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39 (1) All secondary employment assignments will be advertised, coordinated, and
40 scheduled by the Tallahassee Police Department Secondary Employment designee.
41 (2) Tallahassee Police Department members who receive requests for secondary
42 employment shall refer the requesting person, owner, or business representative to
43 the department's designee.
44 (3) The City of Tallahassee shall charge an administrative fee of five dollars (\$5.00)
45 per hour per officer to each vendor for each secondary employment worked up to a
46 maximum of twenty dollars (\$20.00) per officer per assignment.
47

48 **20.09 Customer Application Process for Secondary Employment Requests and Rates**

49 (1) The department's designee will coordinate the request.
50

51 (2) The customer will provide the department's designee with a completed
52 secondary employment job description form outlining the duties that are expected
53 from the officer(s). The customer and officer(s) will acknowledge via signature an
54 understanding/agreement of the officers' responsibilities.
55

56 (3). A current copy of the secondary employment job description form will be
57 retained by the agency.
58

59 (4) Secondary employment pay ranges are listed below by type of secondary
60 employment:
61

62 (a) Pro Bono – Officer provides police services at no cost to the event
63 organizer. (i.e., charities, churches, or any 501(3)(c)
64 organization). Administrative fee shall be paid to the City of
65 Tallahassee.
66

67 (b) Standard Compensation – Includes the vast majority of secondary
68 employment details. Standard rates shall be:
69 Officer Pay: forty-one dollars (\$41.00)
70 Supervisor Pay: fifty-one dollars (\$51.00) only if they are designated
71 as a supervisor per section 20.10 section 2.
72

73 (c) For officers working on a City designated holiday the rate shall be sixty-
74 two dollars (\$62.00) for officers and seventy-six dollars and fifty cents
75 (\$76.50) for supervisors.
76

77 For the City

Michael Mattimore

Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020
Date

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Aug 25, 2020
Date

78 (d) Apartment Complex/Courtesy Officer – No Pay/Compensatory Benefit
79 Only. Annual administrative fee at flat rate of one hundred dollars
80 (\$100.00) made payable to the City of Tallahassee, paid by the
81 customer. The member shall be responsible for any obligation to
82 report/pay any tax.

83 (e) There is a three (3) hour minimum for any secondary employment detail
84 unless cancelled by the customer more than 48 hours prior to the start
85 of the employment. In the event of an emergency declared by the City,
86 no minimum shall be charged for the assignment if the City cancels the
87 secondary employment.

88 (f) All secondary employment events must be pre-captured in the agency's
89 scheduling/payroll system, no less than forty-eight (48) hours in
90 advance by the officer.

91 (g) When the pre-capture time requirements listed in 20.09 section(4)(f)
92 cannot be met, the officer shall call the on-duty watch commander prior to
93 engaging in the secondary employment.

94 20.10 Management and Payment for Secondary Employment

100 (1) Scheduling/Payroll software shall be utilized to schedule and/or manage secondary
101 employment of officers desiring to volunteer for such employment, including the
102 tracking of actual hours worked by each officer to ensure compliance with this
103 article and City policy.

104 (2) The ratio of supervisors to officers required to work an event shall be as
105 follows: one (1) sworn supervisor for every seven (7) Officers.

106 (3) Payment for secondary employment shall be made to the City of Tallahassee
107 officers on a bi-weekly basis for all secondary employment work during that time.
108 Officers who volunteer for secondary employment shall be paid through the City's
109 payroll system or designee.

110 20.11 Secondary Employment Implementation Standards.

111 (1) ~~New scheduling/payroll software shall not be implemented until members are properly~~
112 ~~trained in its use and adequately tested for errors.~~

For the City

Michael Mattimore

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City's Chief Labor Negotiator

August 25, 2020

Date

For PBA

George J. Corynne

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Chief Negotiator

Aug 25, 2020

Date

115 (2) Prior to implementation of the policy the current secondary employment practice shall
116 continue in effect.
117 (3) Current coordinators and customers shall be periodically advised of the development of
118 the procedure. No later than sixty (60) days prior to the implementation of Section
119 20.8 20.10 bargaining unit personnel shall be given notice of the implementation
120 date.
121 (4) General Order 48, Section II, shall remain unchanged except as modified by the terms
122 of this agreement.
123 (5) The parties shall have the option to reopen the implemented practice for negotiations
124 twelve months subsequent to the implementation date.

20.11 PBA Consultation

125
126 1. The City and the Association agree that any changes to departmental policy on
127 secondary employment shall be brought to the Association no less than thirty (30) days
128 before implementation. If the proposed changes negatively impact the bargaining unit
129 members, the City and the Association agree to a consultation prior to implementation.
130
131 2.

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

PBA/City of Tallahassee
UNION Proposal – Article 21
Sergeants & Lieutenants CBA
Fiscal Year 2020-2023
DATE: April 1st, 2020
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ARTICLE 21 CORRECTIVE ACTION

- 3 **21.1** Corrective action will be taken against an employee only for proper cause.
- 4 **21.2** Oral and written reprimands will not be subject to review board appeal.
- 5 **21.3** An employee who receives an oral reprimand has the right to grieve whether or not the reprimand was justified. Such grievance may be processed at Step 1 of the Grievance Procedure, and the decision at that step shall be final.
- 6 **21.4** An employee who receives a written reprimand has the right to grieve whether or not the reprimand was justified. Such grievance may be processed up to Step 2 of the Grievance Procedure, and the decision at that step shall be final.
- 7 **21.5** For the purpose of corrective action, a one (1) day suspension shall equal eight (8) hours. An employee whose salary is reduced or who is transferred for cause, demoted, suspended or dismissed shall have the right to appeal such corrective action under Review Board procedures or to grieve such corrective action under the Grievance Procedure in Article 5.
- 8 **21.6** Corrective action shall be taken within thirty (30) working days following the conclusion of the investigation. When, due to extenuating circumstances, a corrective action cannot be taken within the thirty (30) day period, the time period may be extended by the Police Chief. Such extension shall be documented and the employee will be given a reason for the delay and a new date will be given. The term "days" as used in this Article shall mean Monday through Friday, excluding any day observed as a holiday pursuant to Article 7 of this Agreement. Notice of corrective action shall be in writing and shall contain the reason and shall inform the employee of his right to appeal or grieve such action. The employee shall be furnished a copy of the notice of corrective action and shall be permitted to respond thereto. The employee's response, if any, shall be attached to the copy of the corrective action form which is filed in the employee's personnel file.
- 9 **21.7** A corrective action report covering an oral reprimand shall be removed from the employee's personnel and internal affairs file after one (1) year from the date the corrective action was issued if no further infractions of a similar type occur.

For the City

Michael Zlatinov

Mike Mattimore
City's Chief Labor Negotiator

April 15, 2020

Date ✓

For PRA

George J. Corwine

FLPBA Chief Negotiator

August

April 1st, 2022

Date

PBA/City of Tallahassee
UNION Proposal – Article 21
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29 21.8 A corrective action report covering a written reprimand shall be removed from the
30 employee's personnel and internal affairs file after two (2) years from the date the corrective
31 action was issued if no further infractions of a similar type occur.

32 21.9 A corrective action report covering a suspension of thirty-two (32) hours or less shall be
33 removed from the employee's personnel file after four (4) years from the date the corrective
34 action was issued provided there were no prior corrective action reports covering either
35 oral or written reprimands of a similar type and provided there were no suspensions of any
36 type in the employee's personnel file at the time the suspension was imposed and provided
37 no oral or written reprimands of a similar type and no additional suspensions of any type
38 are incurred in the four (4) year period following the suspension.

39 21.10 It shall be the responsibility of the affected officer to request the removal of a suspension
40 from his personnel file, and the City shall determine in its discretion whether the officer
41 meets the criteria as stated herein. In the event that a request for removal of a suspension
42 is denied, the affected officer may request a review of the denial by the Police Chief or his
43 designee. The decision of the Police Chief or his designee shall be final. The denial of a
44 request to remove a suspension shall not be subject to the grievance process.

45 21.11 Such removed records shall be placed in a corrective action file in the Employee Resources
46 Section and will not be used by the City in determining future discipline, transfers or
47 promotions.

48 21.12 An employee who is suspended from duty shall receive at least twenty-four (24) hours
49 notification of such suspension unless conditions as deemed by the Police Chief exist which
50 would require an immediate suspension.

51 21.13 For the purposes of progressive discipline, the date(s) of the previous infraction(s) shall be
52 used to determine the pending discipline.

For the City

Michael Mattimore
Mike Mattimore
City's Chief Labor Negotiator
April 15, 2020
Date

For PBA

G. Corwine
George J. Corwine
FLPBA Chief Negotiator
April 1st, 2020
Date

ARTICLE 22

INTERNAL INVESTIGATIONS

22.1 The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the City has the right to expect a high level of professional and personal conduct, both on-duty and off-duty, from all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case but agrees to carefully guard and protect the rights and dignity of accused personnel while ensuring a presumption of innocence. It is expected that all law enforcement personnel will give truthful and complete statements, to the best of their ability, in all internal investigations.

22.2 When an allegation is made against an employee, the City will attempt to ensure that the allegation and any statements regarding the allegation are in writing and signed by the complainant. When an employee is the subject of an internal investigation, he will be informed of the complaint or allegation against him in writing. Upon the conclusion of the investigation, the employee shall, upon his request, receive a copy of the written or recorded statement, at no cost to the employee.

22.3 The internal investigation process shall be conducted as is prescribed in Chapter 112, Part VI Florida Statutes as may from time to time be amended.

22.4 Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

22.5 Under normal circumstances, all internal investigations shall be completed within accordance with Chapter 112, Part VI, Florida Statutes.

22.6 Exonerated or unfounded complaint investigation files shall be removed from the official internal affairs file after a period of five (5) years.

For the City

Michael Daltin

Mike Mattimore
City's Chief Labor Negotiator

2/19/2020

For PBA

George J. Corwine
FLPBA Chief Negotiator

Feb 19, 2020

ARTICLE 23 PERSONNEL REDUCTION

23.1 In the event that the City determines that a reduction in workforce is necessary, the City will ameliorate the impact of such action in the following manner.

23.2 The City will first layoff all sworn employees in time-limited positions and will then layoff sworn employees in regular positions based upon seniority. Seniority is defined as the length of an employee's total service in the Police Department as shown in the Human Resources and Workforce Development Department records excluding any leaves of absence without pay of ninety (90) consecutive calendar days or more. Total service time with the department less all leave without pay over ninety (90) consecutive calendar days results in an employee's adjusted seniority date. Seniority shall be computed at a rate of one (1) point for each full calendar month of employment using the adjusted seniority date as the basis of the computation.

23.3 An employee may be entitled to Veterans' Preference as set forth in FS 295, and shall have ten (10) points added to his total seniority if he qualifies under the City's Veterans' Preference Policy 702.06-F4 a. and b. An employee who qualifies under the City's Veterans' Preference Policy 702.06 F4 c. and d., shall have five (5) points added to his total seniority score.

23.4 The least senior employee in the Police Officer classification shall be on layoff. Should there be ties in length of service in the department after considering veterans' preference points, then the ties will be broken after considering all official performance evaluations of each affected employee as contained in Human Resources and Workforce Development Department records. The performance evaluations will be scored and the employee(s) with the lowest score(s) will be subject to layoff. The City will provide a thirty (30) calendar day notice to employees on layoff.

23.5 A laid-off employee shall have recall rights to the Police Officer classification he held before the onset of the layoff procedure for a period of twenty-four (24) months following layoff. Such recall rights shall consist of the right to return from layoff to a vacant position in the Police Officer classification over new applicants. Recall will be made by certified mail to the address maintained in the Police Department records and specified at the time

For the City

Michael Mattimore
Mike Mattimore
City's Chief Labor Negotiator

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February 5, 2020
Date

For PBA

George J. Corwine
FLPBA Chief Negotiator

ANSWER

Date

PBA/City of Tallahassee
UNION Proposal – Article 23
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36 of layoff. This address may be updated by the employee by certified mail, return receipt
37 requested. The recall notice must be answered within fourteen (14) calendar days of its
38 receipt. Failure to respond to recall within the time stipulated shall result in termination
39 from the Police Department.
40

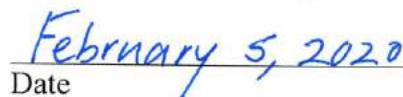
41 **23.6** An employee who is laid off shall be considered to be terminated and shall be paid for all
42 earned but unused vacation leave. The laid off employee shall be eligible for continuation
43 of group health insurance coverage subject to the provisions of the Consolidated Omnibus
44 Budget Reconciliation Act (COBRA). A laid off employee who has earned a vested
45 pension benefit may elect to leave his contributions, and the interest earned thereon, in the
46 pension plan in order to receive a benefit payable at normal or early retirement, or he may
47 elect to receive a refund of his contributions and the interest earned thereon. A laid-off
48 employee who has earned a vested Matched Annuity Pension (MAP) Plan benefit may
49 elect to leave all or a portion of his account balance in MAP in order to receive a benefit
50 payable at normal or early retirement, or he may elect to receive a refund of his account
51 balance. A laid-off employee who has not earned a vested pension benefit shall receive a
52 refund of his contributions to the pension plan and the interest earned thereon. A laid-off
53 employee who has not earned a vested MAP benefit shall receive a refund of his MAP
54 account balance.
55

56 **23.7** An employee shall be recalled in reverse order of layoff with the last person laid off being
57 returned to work first. If the employee is unable to return to work when recalled because
58 of physical or mental disability, the employee shall be temporarily bypassed. An employee
59 who has been recalled after having been on layoff for more than twelve (12) months will
60 be subject to a drug screen prior to this effective date of reinstatement. An employee
61 recalled within twenty-four (24) months following layoff shall be deemed to be
62 reinstated. The Department may require that the recalled employee attend an orientation
63 program.
64

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

Date

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ARTICLE 24
RESIDENCY REQUIREMENTS

3 **24.1** As of the effective date of this Agreement, all bargaining unit members must
4 reside within a fifty (50) mile radius of the intersection of North Monroe and East
5 Tennessee Streets.

For the City

Michael Mattimore

Mike Mattimore
City's Chief Labor Negotiator

April 15, 2020

Date

For PBA



George J. Copwine
Chief Negotiator

April 1st, 2020

Date