

AGREEMENT

Between

THE CITY OF PLANTATION

And

FRATERNAL ORDER OF POLICE, LODGE 42

October 1, 2018 - September 30, 2021

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ARTICLE 1

PREAMBLE

SECTION 1. In accordance with the State of Florida Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, this Agreement is entered into by and between the CITY OF PLANTATION, Florida, a municipality in the State of Florida, hereinafter called the "Employer" or the "City" and the FRATERNAL ORDER OF POLICE, LODGE 42, hereinafter referred to as the "FOP", the "Union" or the "Employee Organization."

SECTION 2. The purpose of this Agreement is to promote and maintain a harmonious and cooperative relationship between the Employer and employees, both individually and collectively, and the FOP; and to set forth herein the basis and entire agreement between the parties in the determination of wages, hours and terms and conditions of employment.

SECTION 3. The parties recognize that the best interests of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the community.

ARTICLE 2

RECOGNITION

SECTION 1. The City hereby recognizes the FRATERNAL ORDER OF POLICE, LODGE 42 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit;

INCLUDED: All sworn personnel with rank of Sergeant through Patrol Officers. All Part Time School Resource Officers. (see Article 42 for terms and conditions applying to Part Time School Resource Officers.)

EXCLUDED: All non-sworn personnel, Chief of Police, Deputy Chief of Police, Majors, Captains, and Lieutenants or other sworn personnel above the rank of Sergeant.

SECTION 2. For the purpose of this Agreement, the term "bargaining unit employees" or "employees" shall be synonymous. No changes shall be made to the bargaining unit, except through appropriate application to the Public Employees Relations Commission and/or as the result of an order of a court of competent jurisdiction.

ARTICLE 3

NON-DISCRIMINATION

No employee covered by this Agreement will be discriminated against by the City or by the FOP with respect to any job benefits or other conditions of employment accruing from this Agreement because of Union membership, non-membership in the Union, race, color, sex, creed, national origin, marital status, handicap, or political affiliation.

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 1. The FOP and its members recognize and agree that the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided in this contract, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- a. Exercise control to manage, direct and supervise all employees of the City;
- b. Decide the scope of service to be performed and the method of service;
- c. Hire and/or otherwise determine the criteria and standards or selection for employment;
- d. Fire, demote, suspend or otherwise discipline for just cause;
- e. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit; and to determine the number and types of positions as well as the number and types of positions in each grade, step, or designation in any pay plan which is or may be developed by the City;
- f. Transfer employees from location to location and from time to time;
- g. Lay off and/or relieve employees from duty due to lack of work;
- h. Rehire employees;
- i. Determine the starting and quitting time and the number of hours and shifts to be worked;
- j. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including the extent and frequency of training;
- k. Formulate and/or amend job descriptions.
- l. Merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- m. Contracting and/or subcontracting any existing or future work. However, this shall not relieve the City of the obligation to bargain over the impact of said contracting and/or subcontracting.
- n. Expand, reduce, alter, combine, assign, or cease any job;

- o. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- p. Control the use of equipment and property of the City;
- q. Determine the number, location, and operation of all departments and divisions thereof;
- r. Schedule and assign the work to the employees and determine the size and composition of the work force;
- s. Set procedures and standards to evaluate City employees' job performances;
- t. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- u. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
- v. Formulate, amend, revise and implement City and departmental policy, rules and regulations, provided, however, that such formulation, amendment, revision and/or implementation is neither arbitrary or capricious; require employees to observe and obey City and departmental policies, rules and regulations;
- w. Establish, amend, revise and implement any programs and/or procedures; and to determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate, or merge any department or service, and to alter, combine, eliminate, or reduce the structure of any City department, function, or any personnel amendment to or required by any function or department.
- x. Maintain the efficiency of the operations of all departments of the City, and have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

SECTION 2. The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.

SECTION 3. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

ARTICLE 5

LAW ENFORCEMENT OFFICER RIGHTS

Whenever a law enforcement officer is under investigation and subject to interrogation by members of his agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted pursuant to FSS chapter 112 relating to the Police Officers Bill of Rights as amended from time to time.

ARTICLE 6

WORK STOPPAGES

SECTION 1. As mandated by Chapter 447.505, Florida Statutes, the FOP acknowledges that no public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike. Accordingly, the FOP agrees that, under no circumstances, shall there be any work stoppages, strike, sympathy strike, safety strike, jurisdictional dispute, or refusal to perform assigned work for any reason whatsoever, or picketing in the furtherance of any of the above-prohibited activities, nor shall any bargaining unit personnel refuse to cross any picket line at any location, whether the picketing is being engaged in by the FOP or any other employee organization or union.

SECTION 2. The FOP agrees that the City shall retain the sole and exclusive right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in Section 1 above.

SECTION 3. It is recognized by the parties that the activities enumerated in Section 1, above, are contrary to the ideals of professionalism and to the City's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

SECTION 4. The FOP, as well as its officers, agents, and/or representatives, shall use their best efforts to prevent any of the activities enumerated in Section 1, above. However, if a Court of competent jurisdiction determines that the FOP, its officers, agents, and/or representatives have not used their best efforts to prevent any of the activities enumerated in

Section 1, above, or has condoned such activities, it is agreed that the FOP shall be responsible and liable for any act(s) committed by its officers, agents, and/or representatives, which act(s), constitute(s) a violation of State Law or the provisions herein. Further, it is agreed that engaging in any of the activities enumerated in Section 1, above, by an officer(s), agent(s), or representative(s) of the FOP shall constitute a material breach of this Agreement. The City agrees that it will not lock out employees as a result of the institution of statutory impasse proceedings by the FOP.

ARTICLE 7

EMPLOYMENT AND CITY PROPERTY

SECTION 1. The initial hiring and continued employment of employees covered by this Agreement shall also be in accordance with the U.S. and Florida Constitutions, Federal Statutes, Statutes of Florida and City Ordinances regulating employment. No demand shall be made by either party to violate such Constitutions, Statutes, and/or Ordinances.

SECTION 2. When an employee leaves the City's employment, the Employer has the right to demand and receive any and all City property in the possession of said employee before making final payment to the employee.

ARTICLE 8

FOP REPRESENTATION

SECTION 1. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the FOP shall consist of not more than five (5) representatives.

SECTION 2. The names and shift assignments of all FOP representatives and FOP agents, except attorneys, shall be given in writing to the Mayor's office, as well as any change in such list, prior to the effective date of their assuming duties of office. Such notification shall be made by an officer of the FOP.

SECTION 3. FOP representative shall be allowed to communicate official FOP business to unit employees prior to on-duty roll call and following off-duty roll call.

SECTION 4. Copies of special orders, general orders or training bulletins affecting FOP unit employees shall be made available to the FOP upon request.

SECTION 5. The FOP may maintain one (1) steward in each division on each shift within the department, as well as a Chief Steward. Shop stewards shall be permitted up to a total of two (2) hours per grievance at no loss of pay, for the purposes of investigating and processing grievances.

ARTICLE 9

FOP BUSINESS

SECTION 1. The Department retains the right to restrict time off for FOP business when in the opinion of the Department, an unusual and/or emergency condition exists or is imminent and that such time off from work assignments would create a danger to public safety.

SECTION 2. Employees covered by this Agreement who are members of the FOP shall be granted leave with pay to attend the following Fraternal Order of Police functions:

- a. Two (2) members for four (4) days every other year to attend the national convention of the FOP;
- b. Three (3) members for four (4) days annually to attend the state convention of the FOP; and
- c. Two (2) members for two (2) days, twice each year to attend state FOP Board Meetings.

In order to assure proper coverage of assignments, the Chief of Police, no later than thirty (30) days prior to the aforementioned events, shall be notified in writing of the names of the employees (who must also be FOP members) designated by the FOP to attend the above-listed functions.

Unit members who wish to attend FOP meetings other than state or national FOP conventions may request leave, at no cost to the City (without pay), at least seven (7) days prior to the effective date of the requested leave. Any exceptions shall be limited to the request of the FOP president. The parties agree that the Police Chief has the sole and exclusive discretion to grant or deny such requests.

SECTION 3. The City agrees to extend the use of the departmental copy machine for FOP business. FOP must supply their own copy paper.

SECTION 4. The City agrees to permit the FOP to use the City email system for member notices of meetings and similar information with the email's written approval by the Chief of Police prior to its distribution.

ARTICLE 10

CHECK-OFF

SECTION 1. Any member of the FOP, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City may, by request in writing, have his membership dues in the FOP deducted from his wages during each pay period. Dues shall be promptly transmitted to the FOP after each deduction. The exact dollar amount to be deducted from each employee's salary shall be provided by the FOP to the City. However, the City shall have no responsibility or any liability for any monies once sent to the FOP nor shall the City have any responsibility or any liability for the improper deduction of dues. The FOP shall indemnify the City and hold it 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 to comply or attempt to comply with the provisions of this Article.

SECTION 2. It shall be the responsibility of the FOP to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct FOP fines, penalties, or assessments from the wages of any member.

SECTION 3. Any member of the FOP may, on thirty (30) days written notice to the City and the Union, request that the City cease deducting dues from his wages.

SECTION 4. The parties agree that a reasonable cost of administering this check-off provision is \$.05 per deduction per member and that the City shall withhold this amount from the dues deductions made.

ARTICLE 11

BULLETIN BOARDS

SECTION 1. The City will provide space for one (1) bulletin board for the use of the FOP for posting bulletins, notices and other association materials, to be placed in the squad briefing room. The FOP will supply the bulletin board in the squad briefing room. The location of the bulletin board may be relocated at the discretion of the Chief of Police or his designee.

SECTION 2. The FOP agrees that it shall use space in the bulletin board provided in Paragraph 1, above, only for the following purposes:

- Notices of FOP meetings;
- FOP elections;
- Reports to FOP committees;
- Recreational and social affairs of the FOP;
- Rulings and policies of the FOP;
- Notices of Public bodies.

SECTION 3. A copy of each notice to be posted shall be transmitted to the Police Chief or his designee. Under no circumstances shall the FOP post any notice containing material which, directly or indirectly, disparages any elected or appointed official or employee of the City.

ARTICLE 12

HOLIDAYS

SECTION 1. The below-listed holidays shall be granted under existing City policy:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

One Floating Holiday

For 8-hour shift FOP members, the 88-hour Holiday Leave bank shall apply provided the requirements for use of the Holiday Bank are adhered to. For 10-hour shift FOP members, the Holiday Bank shall be 110 hours with the same requirements for use of the Holiday Bank. For 11.5-hour shift FOP members, the Holiday Bank shall be 126.5 hours with the same requirements for use of the Holiday Bank.

The requirements are that a member shall only use the Holiday Bank for the holiday if the member is scheduled to work on the holiday, unless the leave bank hours have been exhausted. Otherwise, no other type of accruals shall be used for the holiday. To facilitate the accrual of these holidays, effective January 1, 2020, the City agrees to provide the applicable shift hours per calendar year

of FOP Holiday Leave Bank which shall be deposited once annually effective with the pay period that includes January 1st. Members may use the hours for non-holiday work hours throughout the calendar year with the Police Department's approval. If a member separates employment during the calendar year, only those holiday hours that have occurred shall be retained and paid to the member. The floating holiday shall be considered accrued on January 1st of each year. The remaining hours that have not yet occurred shall be removed and not paid out. If the member has used hours that have not occurred at the time of separation, those hours shall be deducted from annual leave accruals or repaid in cash via payroll deduction to the City.

The effective date of holiday shift hours matching the member's shift shall become effective January 1, 2020. Holidays that occur October 1, 2018 through December 31, 2019 shall continue to be eight (8) hours. The current holiday procedures will stay in effect until December 31, 2019.

If a member's scheduled shift changes during the calendar year, the Holiday Leave Bank hours shall be adjusted up or down to match their new shift hours for the remainder of the holidays for that calendar year. If an employee's holiday bank has been exhausted then the employee has a shift change, there will be no adjustments to that to that employees' holiday bank.

Any hours remaining in the holiday leave bank at the end of the calendar year shall be paid out each January. Cash payouts of the Holiday Leave Bank shall not occur during the year except as noted above. Cash payouts are not pensionable earnings.

SECTION 2. The City agrees to give each officer one (1) personal day per calendar year. The day may be used at any time during the year with approval of the Chief of Police. Personal days cannot be carried from year to year. Personal days are 8 hours and cannot be used for the first 6 months from the date a member is hired.

SECTION 3. Holiday Overtime: An employee who is called in or held over to work on a holiday, shall be compensated at his regular straight time rate of pay plus a premium pay of one and one-half (1-1/2) times his basic rate of pay for the actual number of hours worked on the holiday.

a. The Holiday day is considered the actual Holiday date and not the day the City “observes” the Holiday.

a. Example: if the actual Holiday falls on a Saturday and the City “observes” that Holiday on the Friday, any overtime hours worked on the Saturday would be compensated at the Holiday Overtime rate. Any overtime hours worked on the Friday the City “observes” the Holiday would be compensated at the regular overtime rate.

b. Payment of 2.5 times premium pay (Code 35) includes the Fourth of July parade and fireworks if the parade and fireworks are actually held on July 4th.

If an employee is required to appear in Court on a holiday listed above, the employee shall receive a minimum of three (3) hours of overtime at 2.5 times their regular rate of pay. Floating holidays are excluded from this provision.

SECTION 4. The City agrees to reward police officers who go through a calendar year and are not involved in any chargeable accidents by giving the officers two (2) days off (16 hours) with pay. These days are titled “safe driving days”. The days may be used at any time during the next calendar year with approval of the Chief of Police. Safe driving days cannot be carried over from year to year.

SECTION 5. It is understood and agreed that all holiday pay/ FOP holiday leave hours shall be accrued on a scheduled shift basis. The FOP Holiday Leave Bank shall have a cap equal

to the member's shift scheduled hours. These hours shall not be carried over to the next calendar year. Instead, the balance of FOP Holiday Leave Bank hours shall be paid out at the member's base hourly rate of pay rate on the first full pay period of January each year including the December holiday. The maximum of hours that can be paid out at the end of each year will have a cap of 88 hours.

ARTICLE 13

HOURS OF WORK AND OVERTIME

SECTION 1. Effective upon ratification of this Agreement by the parties, the parties agree that employees covered by this Agreement may work on a "5/2" 8 hour/days – 80 hour work period, or a 4/3 10 hour/days 80 hours work period, or a 4³/3-3/4 11.5 hour/days - 80.5 hour work period, or a 4³/3-3/4 12 hour/days - 84 hour work period. These work periods shall consist of the stated days on duty and the stated days off duty. Alternate work periods may be agreed upon at the sole discretion of the Chief of Police for specialized units within the Department.

SECTION 2. The City shall evaluate the work period schedules. All aspects of the work period shall be within the sole discretion of the City. The City may issue and implement policies and/or directives concerning the work period which the City deems to be appropriate. It is understood and agreed that the City may, within its sole discretion, modify, alter, limit, or terminate, in whole or in part, the aforesaid work period, at any time. It is further understood and agreed by the parties that any such decision by the City to change, modify, alter, limit, or terminate in whole or in part, the aforesaid work period shall not be subject to the grievance/arbitration procedures contained in this Agreement, nor shall such decision be evidence of any unfair labor practice. In the event the City exercises its right to modify, alter, limit, or terminate, in whole or in part, the work period schedules, the City shall notify the FOP in writing and provide 60 days notice of such action. Upon request by the FOP, the City agrees to meet and discuss any effects of such decision. However, if the parties are unable to come to an agreement regarding the effects of the City's implementation of a changed work period schedule, the City may continue to implement the changed work period schedule without further discussion. The parties agree that the procedure contained herein shall be utilized in lieu of the statutory impasse procedures

contained in Chapter 447, Part II, Florida Statutes. Employees covered under this Agreement expressly waive any right to pursue any complaint regarding the modification or termination of the aforesaid work periods through the aforesaid forums or any other forum.

SECTION 3. The City and the FOP agree to invoking of the FLSA 207K exemption regarding the defined work period and overtime calculations and overtime payments. The FLSA 207k work period shall be defined as a 14 day period of time, beginning at 12:00 a.m. Sunday morning and run continuously for 14 days until 11:59 pm on the second Saturday night. Overtime shall be paid following the FLSA standard. Overtime shall vary with the member's assigned schedule as follows unless given an exception in another Article:

- 5/2 80 hour work period – for hours actually worked above 80 hours of work (Alpha, Bravo, Charlie shifts) not including sick leave;
- 4/3 80 hour work period – for hours actually worked above 80 hours of work (Alpha, Bravo, Charlie shifts) not including sick leave;
- 4/3-3/4 80.5 hour work period – for hours actually worked above 80.5 hours of work (Alpha, Bravo shifts) not including sick leave;
- 4/3-3/4 84 hour work period – for hours actually worked above 84 hours of work (Alpha, Bravo shifts) not including sick leave

Sick leave shall not count towards the calculation of overtime. The working schedule for each unit shall be at the discretion of the Chief of Police based upon the needs of the department. Employees covered by this Agreement that are on light duty as a result of an on the job injury may have their work periods changed without notice to a different work period at the sole discretion of the Chief of Police in order to accommodate light duty. Off duty injury light duty requests will be determined on a case by case basis. Ratification of this contract signifies agreement and acceptance of the

207K FLSA exemption by all members. Note: it is recognized and agreed that, personal days, safe driving days, etc. except for Funeral Leave are eight (8) hours per day regardless of the assigned shift. Annual leave or compensatory leave accruals shall be used to supplement the remaining assigned shift hours when a member is not working. Regardless of the work period hours, accruals shall be based upon 80 hours in a work period. Accruals shall not occur above 80 hours in a work period.

SECTION 4. If an employee covered by this Agreement is called out to work at a time outside his normal working hours, he shall receive a minimum of two (2) hours' pay at the rate of time and one-half of his FLSA regular rate. However, an employee who has not worked their assigned hours for their work period will be compensated for the call out at his regular straight time rate. This section does not apply if a member is held over after working their regular shift.

SECTION 5. No supervisor or official shall take action to cause the nonpayment of straight time or time and one-half in circumstances wherein the member covered by this Agreement has performed work, which entitles him to payment of straight time or overtime. Nothing herein shall restrict the City or the Department from altering work periods or taking any other action to reduce the number of overtime, court time, or call out hours worked by employees covered by this Agreement.

SECTION 6. The City's policy on overtime compensatory accruals has a cap of 80 hours maximum.

Hours of compensatory time exceeding the 80 hour maximum cap will be converted to overtime payment.

Comp Time Sell Back:

- A. Members may elect to “sell back” or “cash in” accrued Comp Time Hours twice (2X) a year (May and November)
- B. Members electing to sell back Comp Time hours may sell back a minimum of 20 hours to the maximum of 80 hours.
- C. Members electing to sell back Comp Time hours need to let payroll in Human Resources know how many hours they wish to sell back by 4:30 pm on May 1st of that year and/or by 4:30 pm on November 1st of that year.
- D. Sell back for Comp Time hours will be paid at the member’s base hourly rate in the first full pay period of May and November respectfully.

SECTION 7.

Emergency Operations: It is recognized and agreed that under certain emergency circumstances, sworn members of the Plantation Police Department may be required to work altered schedules or additional hours, at the discretion of the Chief of Police, in order to best protect and serve the citizens of the City. These emergency circumstances may, or may not, be during times of declared emergency when other “non-essential” City employees are not mandated to work. During such times, members required to work under the “Emergency Operations” mandate will be compensated at a premium rate of two (2) times their normal base hourly rate of pay. This premium rate will be paid to officers for each and every hour worked under the “Emergency Operations” mandate, regardless of their normal work schedule.

ARTICLE 14

OFF-DUTY COURT APPEARANCE

Section 1: Employees covered by this Agreement shall be guaranteed a minimum of three (3) hours pay at one and one-half (1 1/2) times their regular rate of pay for necessary off-duty court appearances. Off-duty court appearance is to include the honoring of subpoenas where attendance is required.

Section 2: If an employee has two or more subpoenas on the same date, the employee will not receive double the over-time pay during the hours the subpoena times overlap.

A. Example:

1. Employee has a subpoena scheduled for 1 pm and another subpoena scheduled for 3 pm on the same date. The employee will receive 5 hours of overtime pay. They will not receive overtime pay for the hour the subpoenas overlapped during the three (3) hour minimum requirement.
 - a) Employee will receive overtime pay from 1pm to 3pm (2 hours) for the 1st subpoena and overtime pay from 3pm to 6pm (3 hours) for the 2nd subpoena. The employee will not receive the hour of overlap pay where the 3 hour minimum for each subpoena overlapped (3pm-4pm).

Section 3: If an employee has a subpoena for an off-duty court appearance on a day recognized as a City Holiday (Actual Holiday Date), the employee shall receive a minimum of three (3) hours pay and be compensated the Holiday Overtime rate – 2.5 times premium pay.

Section 4: If the court appearance is cancelled within twenty-four (24) hours of the time listed on the subpoena, the employee is entitled to the minimum of three (3) hours overtime pay.

Section 5: This article shall also include off-duty court appearances that are scheduled telephonically by the court or City, where the employee's attendance is required.

Section 6: The employee will return to the City all witness fees and if the employee uses a City vehicle for transportation, the employee will refund to the City the travel fee.

ARTICLE 15

ANNUAL LEAVE

SECTION 1. Annual leave will be accrued at the below-listed rates:

Completed Years of Service

<u>With the City</u>	<u>Hours Earned</u>
0-5 years of service	4 hrs./pay period
6-15 years of service	6 hrs./pay period
15+ years of service	8 hrs./pay period

Accruals shall be based on a maximum of 80 hours in a 14 day pay period.

SECTION 2. An employee covered by this Agreement who voluntarily leaves his employment with the City and who returns to employment with the City within two (2) years of such voluntary separation shall begin to accrue annual leave at the rate in effect at the time the employee left his employment with the City.

SECTION 3. Annual leave accruals are suspended after 2 full pay periods of leave usage and/or FMLA type of leave regardless of pay status. For employees on a disciplinary suspension without pay or on leave without pay for any hours in the pay period, the leave accruals for that pay period shall not be awarded. If the Chief of Police at his sole discretion issues a suspension without pay greater than one day and decides to have that member serve the suspension over multiple pay periods, only one (1) pay period's accruals shall be affected provided it is for the same disciplinary suspension.

SECTION 4. All other aspects of the administration of annual leave shall be governed by

City of Plantation General Order #16.

ARTICLE 16

SICK LEAVE

SECTION 1. It is understood and agreed that all sick leave shall be accrued on a four (4) hour basis. Accruals shall be based on a maximum of 80 hours in a 14 day pay period.

SECTION 2. Employees covered by this Agreement are prohibited from working any off-duty details while on sick leave or any other outside employment, any other type of medical leave of absence, or family leave of absence.

SECTION 3. Sick leave accruals are suspended after 2 full pay periods of leave usage and/or FMLA type of leave regardless of pay status. For employees on a disciplinary suspension without pay or on leave without pay for any hours in the pay period, the leave accruals for that pay period shall not be awarded. If the disciplinary suspension without pay is split between pay periods, leave accruals will only be suspended for one pay period.

SECTION 4. Sick leave used during a work period shall not count towards overtime calculations.

ARTICLE 17

FUNERAL LEAVE

SECTION 1. Employees covered by this Agreement shall be entitled to funeral leave with pay for up to three (3) consecutive scheduled work days regardless of the scheduled hours in the event of a death in the employee's immediate family.

SECTION 2. The employee's immediate family shall be defined as the employee's current legal spouse, father, mother, brother, sister, son, daughter, step-children, grandparents, parents of current legal spouse, grandparents of current legal spouse, and brother or sister of current legal spouse.

SECTION 3. Pay for said funeral leave shall be at the employee's regular straight time rate of pay and shall be paid only for regularly scheduled work days that such employee was absent by virtue of the funeral.

SECTION 4. Funeral leave will not be charged to the employee's vacation or sick leave.

SECTION 5. Proof of death in the immediate family as defined above may be requested by the City before compensation is approved.

SECTION 6. Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Chief of Police. Upon approval by the Chief of Police any additional time used may be charged to accrued vacation.

ARTICLE 18

MILITARY LEAVE

SECTION 1. Employees covered by this Agreement who are members of the Florida National Guard and/or military reserves, shall be entitled to leave of absence from their respective

duties, without loss of pay, for such time as they are engaged in active state duty or field exercises for a period not to exceed legislated consecutive working days in any one (1) calendar year. The number of paid days shall be in compliance with prevailing legislation

SECTION 2. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

If a member is called to active duty, he must provide in advance of taking military leave his current quarterly copy of his military compensation he will receive in order to receive supplemental military pay from the City for the next quarter. Supplemental pay shall not begin until the current copy of his military compensation is received in Human Resources. If a member fails to then continue to provide timely current quarterly proof of his military compensation, supplemental pay shall cease until documentation is provided to Human Resources.

SECTION 3. The parties agree that City Resolution #8289 shall apply to employees covered by this Agreement.

SECTION 4. City Policy 628.0, which is consistent and compliant with federal and state laws, is hereby incorporated into this Article.

ARTICLE 19

EXTRA DUTY DETAILS

SECTION 1. Effective 10/01/19, it is agreed that the extra duty detail rate for officers shall be \$ 43.25 per hour. \$37 shall be paid to the officers with the City retaining \$ 6.25 to cover administrative expenses. Effective upon implementation by the Police Department Detail Administrator, it is agreed that the extra duty detail rate for supervisory officers shall be \$ 49.25 per hour. \$ 43.00 shall be paid to the officers with the City retaining \$6.25 to cover administrative expenses. It is agreed that the holiday detail rate, which shall be paid for all City designated holidays plus Christmas Eve, New Year's Eve, Easter and Halloween, shall be \$ 61.25, \$ 55.00 shall be paid to the officer, with the City retaining \$ 6.25. For supervisory officers the holiday detail rate shall be \$ 70.75 per hour. \$ 64.50 shall be paid to the supervisory officer, with the City retaining \$ 6.25 to cover administrative expenses. City defined holidays for purposes of Article 19, Section 1 only, City designated holidays shall be defined as the day of the actual holiday, rather than the day the City designates as the holiday for employees not normally scheduled to work.

Premium Detail Rates which will be the same as the Holiday rates defined above, will apply under the following circumstances:

1. Upon vendor request
2. Details requested within 72 hours of the start of the detail
3. Special events determined by the Chief of Police or his designee

SECTION 2. Effective October 1, 2020 all detail rates will be increased by \$3.00 which will be added to the officer's pay. The City's administrative costs will remain at \$6.25.

SECTION 3. Employees hired on or after the implementation of this Agreement shall be permitted to work extra duty police details while in a probationary status, at the discretion of the Chief of Police.

SECTION 4. No member of the bargaining unit shall be suspended from working details for missing an assigned detail. Such absence shall be handled as a disciplinary matter in accordance with existing S.O.P. and G.O. guidelines.

SECTION 5. An officer who is scheduled to work an off duty detail, must be canceled from the detail, or notified of a change in the scheduled start or finish of the detail, not less than 24 hours prior to the start of the detail. Failure to notify the officer of a cancellation or a change in the detail hours will entitle the officer to be paid for the entire scheduled detail. This provision shall apply regardless of whether the officer actually works the entire detail or is canceled while working the detail. Cancellation shall consist of person to person contact, or exhausting all reasonable means to contact the officer.

ARTICLE 20

LEGAL PROBLEMS

All issues concerning the possible defense of employees covered by this Agreement, who, in the performance of, or in connection with, the performance of, official duties in behalf of the City, are sued either in a representative or personal capacity shall be governed by the provisions of Division 2, Section 2-106 through 2-111 of the City of Plantation City Code.

ARTICLE 21

SAVINGS CLAUSE

All job benefits, privileges, and working conditions previously approved by the City Council by Ordinance or heretofore enjoyed by the employees which are not specifically provided for or abridged by this Agreement shall continue throughout the term of this Agreement.

ARTICLE 22

MEDICAL, VISION, AND DENTAL COVERAGE

SECTION 1. The City shall pay the same monthly premium payments for employee and dependent medical, dental, and vision coverage as for all other employees based upon which insurance plan the employee is enrolled in for the duration of this agreement. Employees shall pay the same premiums charged to all other City employees for the insurance plans. Employees shall be subject to the same coverage, premiums, eligibility requirements and any other aspect of health insurances which are provided to all other City employees.

SECTION 2. If a member has a spouse on the City's insurance plan and the spouse elects not to participate in the "3 Steps to Wellness" program for all future insurance plan years beginning April 1st and ending the following March 31st occurring during this Agreement, the employee shall be responsible for paying 50% of the spousal premiums as of April 1st of each year. If the spouse elects not to participate in the "3 Steps to Wellness" program by the end of the next insurance plan year and all subsequent insurance plan year(s) occurring during this Agreement, the employee shall be responsible for paying 100% of the spousal premium, the same as for all other City employees.

SECTION 3 FOP bargaining unit employees will be subject to the same coverage, eligibility requirements and any other aspects of health insurance which are provided to all other non-bargaining employees.

SECTION 4. Benefits may be provided pursuant to the applicable Schedule of Medical Benefits on the same basis as other active employees for the City's Preferred Choice or Choice Health insurance plan or its successor, based upon eligibility.

SECTION 5. The City agrees to make available to retired and disability retired employees the same insurance coverages provided to other active City employees for the duration of this Agreement. Such coverage will be made available until the retired or disability retired employee reaches the eligibility age for Medicare. It is understood and agreed that the retired employee or disability retired employee shall bear all premiums for such coverages, and that the City shall bear no premiums with regard to such coverage whatsoever.

SECTION 6. An employee covered by this Agreement who suffers a catastrophic injury in the line of duty will receive benefits, if any, pursuant to Chapter 112.19, Florida Statutes.

SECTION 7. The City will continue its life insurance policy on employees covered by this Agreement for the duration of this Agreement. In addition, the City shall provide any life insurance currently mandated by the State Legislature.

SECTION 8. The wellness incentives are subject to the funds being budgeted annually and provided that these budgeted funds, if any, have not yet been depleted throughout the course of the fiscal year when the member participates in any wellness programs. The City reserves the right to alter, amend, withdraw or eliminate wellness incentives without being subject to a grievance or other action by the FOP. If additional wellness incentives are made available to other employees, the FOP members may be eligible to participate in the new offerings.

ARTICLE 23

AGREEMENT

SECTION 1. The FOP will make available a copy of this Agreement to each employee by this Agreement at no cost to the City.

SECTION 2. The FOP will provide the City with one signed copy for the City Clerk's records and will provide to the City's negotiating team electronically transmitted Agreement via the City's email system.

ARTICLE 24

SENIORITY

SECTION 1. Seniority shall consist of continuous accumulated paid service with the Plantation Police Department. Seniority shall be computed from the date of appointment in each rank. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave.

a. The seniority ranking for officers graduating from the Police Academy and joining the Plantation Police Department shall be determined using the following tie breakers:

1. Prior police experience
 - a Sworn Police Officer
 - b Civilian Police Experience
2. Prior active military experience
3. Police Academy ranking

SECTION 2. Seniority as defined shall govern the following:

- a. Vacation for each calendar year based on the following guidelines:
 1. A calendar year vacation shall be considered as any thirty-four and a half (34.5) hour or more block of annual leave time which spans a pay period within any one twelve (12) consecutive months.
 2. In order for any member covered by this Agreement to be granted vacation requests by seniority, such request must be submitted ninety (90) days prior to the first day of the vacation dates being requested.
- b. Road Patrol shift selection resultant from the yearly shift selection process pursuant to Article 34.
- c. Selection to fill any permanent or temporary assignment when considering more than one equally qualified applicant.

SECTION 3. All provisions of this Article are subject to the manpower needs of the

Police Department, which shall be the controlling factor.

ARTICLE 25

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of grievances between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement.

SECTION 2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the City within the time limits provided below will automatically advance to the next higher step of the grievance procedure.

SECTION 3. Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, he shall first discuss the alleged grievance with his Division Commander within ten (10) working days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) working days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance. The Division Commander shall render his/her decision in writing within three (3) working days.

Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within the specified time limit, he shall have the right to submit the grievance to the Deputy Police Chief within three (3) working days after the disposition, or the expiration of the time

limit at Step 1, whichever occurs first. Such grievance must be accompanied by the filing of a copy of the original written grievance. The Deputy Police Chief shall, within three (3) working days, render his decision in writing.

Step 3: In the event that the employee is not satisfied with the disposition of the grievance at Step 2, or if no disposition has been made within the specified time limit, he shall have the right to submit the grievance to the Police Chief within three (3) working days after the disposition, or the expiration of the time limit at Step 2, whichever occurs first. Such grievance must be accompanied by the filing of a copy of the original written grievance together with a copy of all prior dispositions. The Police Chief shall, within three (3) working days, render his decision in writing.

Step 4: In the event that the employee is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the specified time limit, he shall have the right to submit the grievance to the Human Resources Director within three (3) working days after the disposition, or the expiration of the time limit at Step 3, whichever occurs first. Such grievance must be accompanied by the filing of a copy of the original written grievance together with a copy of all prior dispositions. Within five (5) working days after receipt of the grievance, the Human Resources Director shall render a decision in writing.

Step 5: In the event that the employee is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the specified time limit, he shall have the right to submit the grievance to the Mayor within three (3) working days after the disposition, or the expiration of the time limit at Step 4, whichever occurs first. Such grievance must be accompanied by the filing of a copy of the original written grievance together with a copy of all prior dispositions. Within thirty (30) calendar days after receipt of the grievance, the Mayor shall meet with the grievant. A written disposition of the grievance shall be made within thirty (30) calendar days after such meeting.

SECTION 4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the FOP and the City, it shall be presented directly at Step 4 of the grievance procedure, within ten (10)

working days of the occurrence of the events which gave rise to the alleged grievance , and signed by the aggrieved employees or the FOP representative on their behalf. If an alleged grievance arises from the action(s) of a Division Commander, Police Chief, or the Chief Administrative Officer, the lower level(s) of the grievance procedure may be bypassed by mutual written consent of the City and FOP and the formal grievance procedure may be initiated at the appropriate step, within the specified time limit.

SECTION 5. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, either party may request that the grievance be submitted to arbitration within five (5) working days after the Mayor's disposition of the grievance, or the expiration of the specified time limit. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which each party shall have the option of striking two (2) names in alternating fashion, thus leaving the fifth (5th) which will give a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin.

a. It is agreed that the parties shall have thirty (30) working days to agree on the selection of an arbitrator and schedule an arbitration hearing if the issue is not resolved at Step 5.

SECTION 6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with specified time limits, processing of the grievance by the City will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of his grievance. The employee must either accept or reject the disposition of his grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated

without back pay at one of the steps of the grievance procedure, he may not accept the reinstatement and continue to grieve the loss of back pay. His only choices would be to accept the disposition of his grievance, or remain discharged and pursue the grievance further.

SECTION 7. For the purposes of this Article, the term "working day" is defined to include every day except Saturdays, Sundays, and days designated as "observed" holidays by this Agreement.

SECTION 8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

SECTION 9. The City and the FOP shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure, or Step 4 in the case of a "class grievance" filed pursuant to Section 4, above. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein.

SECTION 10. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him, which question(s) must be actual and existing.

SECTION 11. Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, it is mutually acknowledged and agreed that this

collective bargaining agreement shall be administered within the amounts appropriated by the City for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the City to have to bear any expense, debt, cost, or liability other than back pay and fringe benefits which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City for funding of this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

SECTION 12. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.

SECTION 13. The arbitrator's award shall be final and binding on the parties.

SECTION 14. For the first three hundred sixty-five (365) days of consecutive service with the City, an employee is probationary. That is, the employee serves at the will and pleasure of the City and thus he may be disciplined or discharged without explanation and for any reason deemed sufficient by the appropriate City official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.

SECTION 15. The FOP will be furnished with a copy of each grievance filed by an employee within the bargaining unit.

SECTION 16. Employees may request to have an FOP representative present at any step of the grievance procedure.

SECTION 17. The FOP will not be required to process the grievance of non-members. However, the FOP agrees that it will provide the City with a written explanation regarding each non-member grievance which it declines to process.

SECTION 18. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

SECTION 19. The City's job Description Committee grievance procedure shall not be available to unit members for processing grievances, as defined by this Article.

ARTICLE 26

LETTERS OF REPRIMAND/PERSONNEL FILES

INTERNAL AFFAIRS INVESTIGATION

SECTION 1. Letters of reprimand shall be shown to the employee and the employee will be asked to sign same before it is placed in the employee's file, with the understanding only that the employee has seen the letter, without agreeing to the contents. Any employee receiving a letter of reprimand shall have the right to include a response in his personnel file.

SECTION 2. Appropriate files shall be opened or closed to the public in accordance with state law. Where state law permits said files to be closed, then they will be closed to the public.

SECTION 3. The findings of internal affairs investigations shall be labeled:

- 1) Sustained - (Violation of s.943.13(4) or (7))
- 2) Sustained - (Violation of Agency Policy)
- 3) Not Sustained
- 4) Unfounded
- 5) Exonerated

No other terminology may be used, unless otherwise required by state law.

SECTION 4. All internal affairs investigations of employees will be completed within 180 days as per Florida State Statute 112.532 subsection 6A. The only personnel records, excepting Internal Affairs files that may be used as a basis for official action are those which appear in the employee's official personnel file.

SECTION 5. The Chief of Police or his designee shall have the right to relieve a member from duty with or without pay pending a criminal or internal affairs investigation. Members may be relieved from duty without pay based on the severity of the criminal charges or allegations as

deemed necessary by the Chief of Police or his designee. Members relieved from duty without pay may be reinstated by the Chief of Police or his designee with back pay for the Leave Without Pay pending the resolution of the criminal or internal investigation as indicated in SECTION 3, subsections 3, 4 or 5. Any such back pay shall be calculated for pension purposes as wages paid over the same period of time that the member would have earned the wages if he had not been relieved of duty. Back pay wages shall not be counted as a lump sum in the year it was paid for pension calculations of the highest average compensation for the member.

ARTICLE 27

WAGES

SECTION 1. The Pay Plan in Appendix A shall be incorporated as the Pay Plan for Police Officers and Sergeants during the term of the Agreement. The Pay Plan and all supplemental pay unless otherwise stated herein shall commence on the first day of the first pay period of the fiscal year (FY) 2018 and increase annually on the first day of the first pay period of the new fiscal years (FY) for 2019 and 2020. . Despite the fiscal year salary adjustment date, newly-hired officers shall not qualify for salary increase until they have satisfactorily completed one full year of service as a sworn officer. No partial years shall be counted. These officers will then receive a pay increase on the first day of the first pay period of the new fiscal year following the completion of one year of service

For Sergeants, the Sergeant Pay Plan in Appendix A shall be followed. Current Sergeants or newly promoted Sergeants whose salary is below the minimum of the Sergeant Pay Plan will be moved to the minimum of said plan upon ratification and/or promotion. All other Sergeants will be slotted according to the Pay Plan in Appendix A.

Any officer currently in the officer Pay Plan who gets promoted shall move to the minimum of the Sergeant Pay Plan then receive an annual increase on the same dates as the officer increases. A newly-promoted sergeant shall receive a pay increase on the first day of the first pay period of the new fiscal year, even with less than one full year of service in that position. A 10+ year officer who gets promoted to Sergeant shall receive a 5% salary increase. This increase may place the new sergeant between levels on the Sergeant Pay Plan. That new sergeant will stay at this pay rate until the annual pay increases occur then the Sergeant will move up to the next level of pay.

The minimum starting pay for a new employee without experience is \$58,822.40 for the duration of this Agreement. The Chief has the sole discretion to exceed this minimum level for new hires with prior law enforcement, military or special qualifications.

.A List of all Officers and Sergeants wages for fiscal years 2018-2019, 2019-2020 and 2020-2021 is provided in Appendix A.

SECTION 2. As of October 1, 2018, the performance evaluation system of "Pass" or "Fail" for members shall be discontinued as part of the City's Pay for Performance program. It will be replaced with the hard copy or electronic Short Form which has "Meets or Exceeds Expectations - Yes or No" for non-probationary employees. The City of Plantation's Non-Exempt Employee's Performance Review (also known as the hard copy or electronic Long Form) shall be used for members that are on probation; the Employee performance Review hard copy or electronic short form shall be used for all other non-probationary members. Ratings of Meets or Exceeds Expectations - Yes" as indicated on their most recent annual performance evaluations may indicate eligibility for a merit increase as of the first full pay period each October. If a member's most recent performance evaluation is rated as "Meets or Exceeds Expectations - No", the member shall not be eligible for a wage increase until the member receives a subsequent "Yes" rating. Such wage increases shall not be retroactive but instead shall be prospective. Members may be evaluated on their job anniversary date and at any time deemed appropriate by the Police Chief at his sole discretion. Any wage increases granted shall not begin until the first full pay period after October 1st of each year. The payroll effective date is at the sole discretion of the City. It is understood and agreed that, under the Pay for Performance program, no wage adjustments are guaranteed. Wage adjustments, if any, shall be based on an eligible employee's performance evaluation conducted by the City pursuant to the Pay for Performance program. However, it is understood and agreed

that in all other respects, the determination of the criteria to be used, the evaluation of employees, the determination of eligibility and wage adjustments, if any, and the effective date of any wage increase granted, pursuant to employee performance evaluations, and all other matters pertaining to the administration of the Pay for Performance program shall be within the sole and exclusive discretion of the City. Accordingly, neither an arbitrator nor any other forum shall have the authority to change, amend, add to, subtract from, or otherwise alter or supplement any criteria established by the City, employee performance evaluations conducted by the City, determination of wage adjustments, if any, the effective date applicable to any wage increase granted, pursuant to employee performance evaluations, or any other matter pertaining to the administration of the Pay for Performance program.

SECTION 3. Longevity shall be paid as follows: 10-14 consecutive full-time years of service \$ \$1,250, 15-19 consecutive full-time years of service \$1,700, 20+ consecutive full-time years of service \$2,100.

The City of Plantation agrees that all Full Time consecutive years of service shall be the criteria for longevity pay. Longevity will be paid annually, to all Full Time Sworn Personnel, on the anniversary of the date the eligible member became a Full-Time employee of the City of Plantation

Such payments shall not be cumulative, i.e. an employee who has completed ten (10) or more years of full time consecutive service shall receive \$ 1,250 for fiscal year 2018/19. After completion of his fifteenth (15th) during the 2018/19 fiscal year he shall receive \$1,700, but shall not receive \$1,250 in addition to the \$1,700. The same is true for a member that completes his twentieth (20th) consecutive year of full time service.

Longevity pay shall not be included as pensionable wages.

SECTION 4. It is specifically agreed and understood that employees covered by this Agreement shall not be eligible for any wage adjustments of any kind (i.e. – raises, merit increases, across the board increases, or longevity payments whatsoever after September 30, 2021, unless specifically negotiated in any successor collective bargaining agreement. Assignment pay shift differential and salary incentive are specifically excluded from this provision.

SECTION 5. Assignment Pay shall be in the form of an additional \$50.00 per pay period for contract year 2018-2019. Assignment Pay will increase to \$100 per pay period starting with the first pay period of the 2019-2020 contract year. An FTO will receive an additional \$100 per pay period for the 2018/2019 contract year. FTOs shall receive \$150 per pay period starting with the first pay period of the 2019-2020 contract year. Assignment pay shall increase to \$100 per pay period starting with the first pay period of the 2019-2020 contract. In addition to Assignment Pay, K-9 shall receive a stipend of \$50 per pay period starting with the first pay period of the 2018-2019 contract. This stipend shall increase to \$100 per pay period with the first pay period of the 2019-2020 contract year. An officer is eligible for up to two assignment pay combinations with any other Lateral Transfer Assignment (i.e. CRT, SWAT, Traffic Unit). A team Leader will receive \$150 per pay period. Detectives shall receive \$150 for assignment pay.

Assignment Pay for Detective - plain clothes and Major Crime Scene Detectives shall not be cumulative.

SECTION 6. Shift hours shall remain within the sole discretion of the Police Chief or his designee depending upon the needs of the department. The Police Chief may change the starting time for a member to accommodate the employee's needs. Shift differential is not cumulative. No shift differential is paid for members starting their shift after 5 A.M (Bravo Shift). Alpha shift is \$100 per work period for the 2018-2019 contract year, \$125 for the 2019-2020 contract year and

\$150 for the 2020-2021 contract year; Alpha shift begins at 5 P.M. Charlie shift is \$50 per work period; Charlie shift begins at 2 P.M. Shift starting times may be staggered to provide necessary staffing levels and coverage. Specialized units may be assigned appropriate shift differential based upon the discretion of the Chief of Police. These specialized units may be assigned to Alpha, Bravo, or Charlie shifts with different hours outside of the above based upon the needs of the department.

SECTION 8. The above wage schedules do not include State salary supplement.

Employees shall receive their State salary supplement in addition to the above wage payments.

Examples of Promotional Process Score Calculations:

Promotional Process Score Calculation

Example 1 - 5 year officer			Score
Written Test		75 out of 100 = 75%	75
Assessment Exercises	Role Play	25 out of 40 = 62.5%	
(Exercises and point value may vary)	Written	19 out of 25 = 76%	
	<u>Oral</u>	<u>16 out of 20 = 80%</u>	
		Average	72.83%
Seniority points	5 years times .5 =	2.5	2.5
<p>Written test plus (average assessment score plus seniority points) divided by two (2) for final average, providing 50% value to each the written test and scenarios.</p>			
		$75 + (72.83 + 2.5) = 150.33 / 2 =$	FINAL SCORE 75.17

Promotional Process Score Calculation

Example 2 - 12 year officer			Score
Written Test		75 out of 100 = 75%	75

Assessment Exercises	Role Play	25 out of 40 =	62.5%	
(Exercises and point	Written	19 out of 25 =	76%	
value may vary)	Oral	16 out of 20 =	80%	
	Average		72.83%	72.83
Seniority points	12 years times .5 =			6

Written test plus (average assessment score plus seniority points) divided by two (2) for final average, providing 50% value to each the written test and scenarios.

$$75 + (72.83 + 6) = 153.83 / 2 = \text{FINAL SCORE } 76.92$$

ARTICLE 29

RULES AND REGULATIONS

SECTION 1. It is agreed and understood that the City and the Police Department currently have Rules and Regulations governing employment. Said Rules and Regulations shall be formulated, amended, revised and implemented so long as such will be neither arbitrary nor capricious, nor violate the terms of this contract.

SECTION 2. It is agreed and understood that the FOP will be provided with three (3) copies of any Rules and Regulations which are new and/or which replace, update, and/or supersede the City's and/or Police Department's present Rules and Regulations. Any such Rules and Regulations shall be posted at the Police Station upon adoption or as soon thereafter as practical. Rules and Regulations shall become effective when they receive final approval.

SECTION 3. The Police Chief shall give a copy of any newly proposed rules or regulations, to the FOP. The FOP shall submit any comments it may have concerning said proposal to the Police Chief, in writing, within seven (7) calendar days. Any written comments submitted by the FOP shall be considered.

ARTICLE 30

EDUCATION

SECTION 1. To be eligible for participation in the City's educational reimbursement program, an employee must be employed as a sworn member for a period of one (1) year and the member has successfully passed the established probationary period. Educational reimbursement is not available for post-Master's degrees. Employees wishing to submit courses for reimbursement must seek and obtain approval for such courses prior to registration. An eligible training or educational program or course is one that, in the judgment of the Department Head and the Human Resources Director is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities.

Additionally, employees may take two (2) English courses, two (2) Humanities, two (2) Social Science, and one (1) Math course, as a part of a general education program.

SECTION 2. Employees will be entitled to a refund of their tuition not to exceed the local average credit hour charged by Florida Atlantic University and Florida International University tuition levels upon the successful completion of each approved course based on the following scale:

Grade A or B	100% Refund
Grade C	75% Refund

The refund shall be available for a maximum total of twenty-four (24) semester hours or thirty-two (32) quarter hours in any one (1) fiscal year period for eligible regular employees. All required textbooks will be reimbursed at 100%. The City will reimburse for tuition up through Master's degree courses only.

SECTION 3. If an employee voluntarily terminates his/her employment with the City within one (1) full year following the completion of any eligible course for which such employee has received a refund, then the amount of tuition refund paid by the City shall be repaid by such employee immediately.

SECTION 4. Any regular employee who is approved for attendance in any eligible educational or training program/course must pay tuition costs directly to, and be accepted for enrollment by, an accredited educational institution.

SECTION 5. Within thirty (30) days of the completion of approved course work, the employee shall present the original transcript notification thereof to the Human Resources Department in order to be eligible for any tuition refund to which such employee shall be entitled.

ARTICLE 31

LAYOFF/RECALL

SECTION 1. In the event of personnel reduction, employees shall be laid off in the inverse order of their seniority in their classification; provided, however, that where two (2) or more employees have seniority standing within sixty (60) days of each other, the City shall determine the order of layoff based on education and performance evaluation. If more than one classification is affected, an employee laid off from a higher classification shall be given an opportunity to revert to the next lower classification, provided that he is fully qualified to perform the work in that lower classification. Upon reverting to a lower classification, an employee's seniority shall be determined by the date of his original permanent appointment to that classification. All temporary, provisional, limited term and probationary employees shall be laid off before any permanent employee is laid off or reduced in classification.

SECTION 2. Employees shall be recalled from layoff in accordance with their seniority in the classification from which they were laid off. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work; provided, however, that in the discretion of the City, such employees are physically and mentally capable of performing the work available at the time of recall and further, meet all of the standards set by the City of Plantation Police Department in effect at the time of recall. No laid off employee shall retain rights beyond twelve (12) months from the date of layoff.

SECTION 3. All provisions of this Article are subject to the manpower needs of the Police Department, which shall be the controlling factor.

ARTICLE 32

UNIFORMS

SECTION 1. The clothing allowance paid by the City to all plain clothes officers is paid in two (2) semi-annual payments of \$150 each as of October 1, 2015. Plain clothes assignments shall include the positions of Detective, VIN Detective, Street Crime Unit, and Gang Unit.

SECTION 2. All employees, including employees assigned to the Detective Bureau shall continue receiving an annual check in the amount of two hundred and fifty dollars (\$250.00) payable the first pay period in December for uniform maintenance.

SECTION 3. The City agrees to budget \$25,000 annually for issued weapons, belts, and boots at the discretion of the Chief of Police. The Police Chief's decisions relative to the purchase of these items are not subject to grievances or any other remedy provided for within this Agreement.

ARTICLE 33

RETIREMENT

Section 1: Retirement Benefits:

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Plantation Police Officers' Retirement System (the "Retirement System"), as set forth as of June 26, 2019, in Chapter 18, Article II, Division 2 of the City of Plantation Code of Ordinances, except as provided below and as it may be amended from time to time. All changes to the existing Retirement System shall take effect June 1, 2019.

A defined contribution Share Plan (the "Share Plan") will be added to the Retirement System. The Parties agree that the Pension Board will be responsible for the implementation and administration of the Share Plan. The Share Plan shall have no cost to the City. No contributions will be made to fund the Share Plan at this time.

Upon ratification of this Agreement, the currently accumulated premium tax revenues shall be applied to fund Retirement System benefits in order to reduce the City's next annual required contribution. "Additional premium tax revenues," as that term is defined in Florida Statutes Section 185.02, received in years 2018-2019, 2019-2020, 2020-2021 will be applied to fund Retirement System benefits in order to reduce the City's annual required contributions.

This Article 33 is intended to and does constitute "Mutual Consent," for purposes of Florida Statutes Chapter 185.

Section 2: DROP Provisions:

Effective upon ratification, all full time police officers who were employed by the City of Plantation prior to October 1, 2014, shall be eligible for a Deferred Retirement Option Plan

(DROP) participation period of seven (7) years from the date the DROP was entered. All full time police officers employed by the City of Plantation after October 1, 2014, shall be eligible for a DROP participation period of five (5) years from the date the DROP was entered.

Section 3: Supplemental Benefit Provisions:

Any member in tier one or tier two who retires upon reaching normal retirement and separates from employment as a full-time police officer after June 1, 2019 shall be entitled to the sum of twenty five dollars (\$25) a month for each full year of service. The sum will be divided into 12 equal monthly payments for each full calendar year after separation for the lifetime of the member only. Police officers who retire upon reaching their normal retirement and then separate from employment as a full time police officer after October 1, 2019, shall be entitled to the sum of forty dollars (\$40) a month for each full year of service. The sum will be divided into 12 equal monthly payments for each full calendar year after separation for the lifetime of the member only. Police officers who retire upon reaching their normal retirement and then separate from employment as a full time police officer after October 1, 2020, shall be entitled to the sum of fifty dollars (\$50) a month for each full year of service. The sum will be divided into 12 equal monthly payments for each full calendar year after separation for the lifetime of the member only.

ARTICLE 34

SHIFT SELECTION

SECTION 1. Shift selection will take place in the month of November each year. Any member covered by this Agreement who is not on probation as of October 31 of the year in which the selection process takes place may participate in the shift selection process. The actual shift change resultant from the selection process will take place in the 1st January after the selection process.

SECTION 2. The Department will establish the number of positions on each shift to be selected, excluding probationary positions.

SECTION 3. Officers and Sergeants will select their days off and shift in order of seniority with the most senior officers and sergeants selecting first.

SECTION 4. Should a vacancy occur on a shift during the year, such vacancy shall be open for selection by seniority in descending order within that shift and then within the division. Such selection shall not conflict with Article 40, Lateral Transfers.

SECTION 5. Shift changes resulting from the selection process will take effect in the first full pay period in January.

ARTICLE 35

OFF DUTY EMPLOYMENT

Each member of the bargaining unit will be allowed to seek and obtain off duty employment with the prior written consent of the Police Chief. Said employment shall be free from interference from the City and/or Department, providing the employment is not contrary to any Federal, State or Local laws, and further providing the employment in no way interferes with the employee's normal assigned duties. In the case of an emergency situation, employment with the City will take precedence.

Members shall submit a letter to the Chief for possible approval for each employment opportunity that arises.

Members on an authorized FMLA leave of absence or "Other Leave of Absence" shall not become employed by any other entity in a full time capacity or their leave with the City is automatically cancelled and their employment with City shall also be automatically terminated immediately.

ARTICLE 36

PROHIBITION AGAINST REOPENING OF NEGOTIATIONS

This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been, or could have been negotiated by and between the parties to the execution of this Agreement.

ARTICLE 37

SAFETY

SECTION 1. A safety committee shall be established, which shall consist of three (3) members appointed by the City and three (3) members appointed by the FOP. The safety committee shall meet as mutually agreed upon by the participants.

SECTION 2. The sole function of the safety committee shall be to discuss and consider improvements in safety policies, procedures and equipment.

SECTION 3. The City shall maintain equipment in a safe condition.

ARTICLE 38

FAMILY MEDICAL LEAVE ACT

Disability due to pregnancy shall be treated the same as other temporary medical disabilities. The City maintains compliance with the Family Medical Leave Act (FMLA). The City and the FOP agree that members with FMLA covered events shall be eligible for 12 weeks of FMLA unpaid leave, or longer as provided under the FMLA as amended from time to time. FMLA leave runs concurrent with any pay status (accruals) used by the member to continue to receive a paycheck.

ARTICLE 39

COMMENDATION PAY

SECTION 1. The City shall institute a program of awards for Officer of the Month.

Recipients of the Officer of the Month award shall receive \$100.00.

SECTION 2. Employees who have been chosen as Officer of the Month, employees who have been nominated as Officer of the Month, and employees who are nominated to be Officer of the Year by any supervisor in the Police Department, shall be eligible for Officer of the Year. The Recipient of the Officer of the Year award shall receive \$500.00.

ARTICLE 40

LATERAL TRANSFERS

SECTION 1. The Department agrees to continue the policy of advertising all openings in specialized positions or assignments within the Department and allowing qualified officers the opportunity to apply in writing for the position prior to filling the vacancy.

SECTION 2. Specialized positions or assignments shall be considered any assignment to any job classification other than that which is normally known as Road Patrol Officer or Road Patrol Sergeant with the exception of those positions identified in Section 10 of this article.

SECTION 3. Lateral transfer applications will be sent via chain of command to the Division Commander of the affected Division.

SECTION 4. The Department shall establish minimum qualifications and job descriptions for each specialized position or assignment for which the lateral transfer procedure shall apply. Such qualifications shall be specific to the assignment or position, which is to be filled.

Qualifications shall include, but not be limited to, the following:

- a. Three (3) years continuous service as a certified police officer of this Department will be required prior to any officer submitting their first lateral transfer request except emergency temporary assignments to the VIN unit as determined by the Chief of Police;
- b. Minimum required training; and
- c. Any specialized skill or ability.

SECTION 5. The selection to the advertised opening shall be based on a point system with the results compiled from the following criteria:

A. Seniority (25 points) –

1. Applicants/officers will receive (1) one point for each year of

current, continuous sworn duty at the rank of officer with the Plantation Police Department.

2. Sergeants will receive (1) one point for each year of current continuous sworn duty at the rank of officer and an additional (2) two seniority points for each year worked as a sergeant based on “time in grade”.

B. Preferred Qualifications (25 points) –

1. Will be advertised by the Chief of Police for each lateral transfer position. Each individual preferred qualification will be assigned a point value with all preferred qualifications totaling a maximum of 25 points. The following is the preferred qualifications point total breakdown:

- a. One (1) point for each year of Active Military Service with a maximum of 4 years.
- b. Two (2) points in this category for an Associate’s Degree.
- c. Four (4) points in this category for a Baccalaureate Degree
*Associates and Baccalaureate Degrees are noncumulative.
- d. The other (17) Seventeen points per lateral transfer posting, will be for other courses applicable to the posted position. An applicant may receive partial points for courses in this category. “Applicable courses” will be defined/determined by the mutual agreement of the Support Services Captain and one designated FOP Labor Board member.

* Applicants without Military and/or College Degrees may still be eligible for the maximum amount of points (25 points)

*For positions requiring a demonstrated specific skill (eg. Police sniper, SWAT officer, Canine officer, Traffic Officer, etc.), the (17) seventeen points awarded under this category can be allocated towards specific task testing.

*As a general rule, four (4) points should be awarded for applicable, completed 80-hour courses and two (2) points for applicable 40-hour courses at the Broward Criminal Justice Institute or other department approved law enforcement teaching academy/school.

2. After conducting the Interview/Selection Panel process, the Support Services Captain and the designated FOP Labor Board member will

clarify the point total awarded for each preferred qualification. The purpose of this clarification phase will be to allow the applicants the opportunity to clarify the awarding of points in the preferred qualifications section. The applicants and the interview panel will not be provided the point total awarded to the applicants for the preferred qualifications until after the interviews are completed. If the Support Services Captain is on the interview panel, the Chief of Police will select the replacement. The results of the preferred qualifications tally will be final.

Section 3. Departmentally established Preferred Qualifications should remain in place until the Chief of Police or his designee determines that such qualifications should be modified. However, the Chief of Police shall be limited to one (1) modification during the three (3) year term of the contract. The F.O.P. shall be given ninety (90) days' notice of any changes.

C. Selection Panel (25 points)

1. Qualified applicants will be interviewed by a selection panel consisting of three (3) members of the department. The first member shall be a supervisor from the division the applicant is seeking to transfer to, selected by the Chief of Police. The second member shall be the Bureau Commander of the bureau that governs the vacancy. The third member shall be a member of the FOP Labor Board and/or Executive Board by appointment of the FOP President.
2. The Selection Panel will score the questions to a maximum total of 25 points. The following breakdown will determine the point total:

1st place = 25 pts

2nd place= 21 pts

3rd place = 17pts

4th place= 13pts

5th place= 9pts

6th place= 5pts

7th place = 1pt

*Any candidate ranking lower than 7th will not receive points in this category.

*Interview candidates can tie and receive the same amount of points.

3. The Selection Panel will score each question using “average scoring”.

Average scoring will consist of dividing the three (3) selection panel members’ scores and obtaining an average score for each question. The selection panel members will score each applicant without deliberation.

4. The Selection Panel’s scores are final.

5. The Department will not make any further rules governing the conduct of the panel without prior approval of the F.O.P.

D. Unit Selection (25 points) -

1. a. For the rank of Officer - the “Unit” will consist of all sworn members up to and including the rank of Captain for the position applied. For the rank of Sergeant - the “Unit” will consist of all sworn administrative staff above the rank of Sergeant including the Chief of Police.

b. The “Unit” will be defined by the advertised posting (Example: The SRO “Unit” members will only be eligible to vote for a posted SRO position) and the “Unit” will rank the applicants from #1 through #7. All votes must be taken into consideration. The unit votes will be totaled and the applicants will be ranked as follows:

1st place = 25 pts

2nd place = 21 pts

3rd place = 17 pts

4th place = 13 pts

5th place = 9 pts

6th place= 5pts

7th place = 1pt

c. The FOP will administer the unit vote and the counting of these votes. The votes will be anonymous. The F.O.P. will conduct the unit

vote before the other portions of the lateral transfer process (Selection Panel, Preferred Qualifications, and Seniority tabulations) are completed. The

F.O.P. will provide a copy of the unit vote results to the Support Services Captain via memorandum. The results of the Selection Panel, Preferred Qualifications, and Seniority tabulations will be kept confidential until after the Unit Selection portion of the process has been completed.

d. All Lateral Transfer Applicants vying for a position in a unit that does not have (2) two or more (bargaining unit members), who are eligible to participate in a unit vote, (Example: General Services Unit Sergeant) will receive the maximum amount of points for this section (25 points). Should an applicant drop out of the process prior to the completion of the lateral transfer process (e.g. fail a physical profile), the position that the other applicants in that process obtained through the unit vote will remain unchanged. In the event of a tie score obtained between two (2) or more applicants, straight seniority will be used to determine the final selection. A maximum total of 100 points is possible.

SECTION 6. The applicant with the highest total raw score (based on above) will be selected to fill the advertised position. A list will be established (in descending order-from the highest score to the lowest score) lasting no longer than ninety (90) days from the date the list is posted. Lateral transfer positions that become available within ninety (90) days of the first lateral transfer posting will be filled from the most recent list.

SECTION 7. The final selection to the advertised position will be assigned to the position for at least one (1) year prior to applying for a lateral transfer to another specialized unit. This would not preclude that person from returning to the Road Patrol Division with proper approval via the Chain of Command, at any time or for promotion.

SECTION 8. In the event that a temporary opening for any assignment or position becomes available, the guidelines within this Article shall be adhered to. In addition, all temporary assignments shall include the proposed length of the assignment and may last up to twelve (12) months.

SECTION 9. The Department shall supply copies of all memorandums, advertising openings to the F.O.P. and shall also retain such copies.

SECTION 10. Appointments to Internal Affairs, Field Training Officer, Academy Advisor, and the VIN Sergeant, and any Full Time Detached Task Force Officer, shall be at the sole discretion of the Chief of Police. In regards to the position of Full Time Detached Task Force Officer, this provision will sunset at the expiration of this Collective Bargaining Agreement and/or a replacement of the Chief of Police.

- a. If a member is appointed to a Full Time Detached Task Force position by the Chief of Police and that position is dissolved or no longer needed to be filled, the member will return to the Road Patrol Division regardless of their position prior to being appointed to the Full Time Detached Task Force.
- b. If a member is appointed to a Full Time Detached Task Force position by the Chief of Police and said member can no longer fulfill the requirements of the position and wishes to vacate the position and/or is removed from the Task Force for any reason the member will return to the Road Patrol Division regardless of their position prior to being appointed to the Full Time Detached Task Force.
- c. This provision does not pertain to any member who acquired a position through the lateral transfer process and participates in a part-time detached task force position

within their current assignment. It also does not affect any member who was assigned to a Full Time Detached Task Force position through their lateral transfer assignment prior to October 1, 2015. These members would return to their lateral transfer assignment.

ARTICLE 41

DRUG FREE AND ALCOHOL FREE WORKPLACE POLICY

SECTION 1. The City and the FOP agrees that the City maintains compliance with the Federal Drug Free Laws and with FSS Chapter 440 as it relates to Workers Compensation drug testing, with any exceptions contained within this Article as noted. Specifically, the City abides with the federal prohibition of marijuana usage of any type. Under no circumstances shall a registered confidential informant's identity be disclosed. The Police Chief shall notify the FOP with the agency and number of the confidential informant. If the disclosing agency fails to divulge the number to the Police Chief, the FOP shall be notified that the related confidential informant information was not disclosed to the City, thereby releasing the City from being required to provide the number and agency name. The City and the FOP recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.

SECTION 2. Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Drugs or controlled substances" as used in this Article shall be defined as illegal substances, controlled substances, substances which may legally be prescribed but which were not prescribed for the particular employee and/or prescribed drugs used by the particular employee in non-conformance with the prescription. Employees are further prohibited from consuming alcohol on duty and/or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

SECTION 3. The City has the right to randomly drug/alcohol test up to twenty-five percent (25%) of all bargaining unit employees each calendar year. Additionally, all employees who are assigned/transferred in and out of the VIN Unit will be required to submit to drug/alcohol testing. In addition to random testing, the City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or controlled substances.

SECTION 4. Testing for drugs or controlled substances shall be done through a blood and/or urine analysis at the City's discretion. Testing for alcohol will initially be done through a Breathalyzer test. If the Breathalyzer reveals a positive result for alcohol, a positive confirmation test will be done through a blood analysis.

SECTION 5. It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures.

SECTION 6. An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.

SECTION 7. Employees with a positive drug test that results from medical marijuana usage may be subject to disciplinary action up to and including termination.

SECTION 8. The City has adopted a Drug-Free Workplace Policy. The Drug-Free Workplace Policy is hereby incorporated into this Agreement by reference. Should there be any conflict between the provisions of the Drug-Free Workplace Policy and this Agreement, the provisions of this Agreement shall govern.

ARTICLE 42

PART TIME OFFICER AND PART TIME SCHOOL RESOURCE OFFICER

SECTION 1. In accordance with the Marjory Stoneman Douglas High School Public Safety Act the City has a need to assist in improving school safety by adding additional School Resource Officers (SROs).

SECTION 2: The Part Time School Resource Officer (SRO) Program's goal is to continue to provide the City with professional SRO law enforcement services through the effective and efficient use of all available resources. The Part Time SROs can be used to supplement full-time SRO positions. They shall not be used to replace existing full-time positions. Neither will the City provide the same level of wages, benefits, nor conditions of employment as are provided to full-time sworn personnel. The additional SROs will not be needed year round and would only work in a part-time capacity (not exceeding 1,560 hours of employment per year). Part time SROs shall not be counted towards department minimum staffing levels, and shall not be used to fill vacant overtime positions. Funding of the Part Time SRO program is at the sole discretion of the City. Sworn personnel hired to the Part Time SRO Program will be paid an hourly rate of pay with no additional monetary or fringe benefits. At the sole discretion of the City, Part Time SRO's may be provided a take home vehicle for the duration of the school year.

SECTION 3: In the event that any of the full-time School Resource Officer positions become vacated that position will be filled in accordance with Article 40, Lateral Transfers. The City will maintain a minimum of seven (7) full-time SRO Positions and no more than ten (10) part-time SRO Positions during the regularly scheduled Broward County School Year. No part-time SROs will be hired when there is an existing opening for a full time SRO position.

SECTION 4: Part time SROs will be recognized by the City as a member of FOP Lodge 42 with designated restrictions (see Article 2). Specifically Part time SROs will be covered only by Articles in this Agreement pertaining to Management Rights, Check Off, Lay Off/Recall, Drug Free and Alcohol Free Workplace Policy, Non-Discrimination, Law Enforcement Rights', Internal Affairs Investigations, Rules and Regulations, Grievance and Arbitration Procedures and Legal Problems.

ARTICLE 43

DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective October 1, 2018, and shall remain in full force and effect until and including September 30, 2021.

THIS AGREEMENT signed this 1st day of July, 2019.

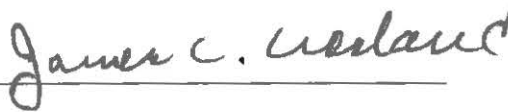


FRATERNAL ORDER OF POLICE,
LODGE 42



CITY OF PLANTATION

APPROVED AS TO FORM:



APPENDIX A: PAY PLAN

Officers

YOS (upon implementation of the FOP Agreement)	Proposed Salary 2018	Proposed Salary 2019	Proposed Salary 2020
1	\$58,822.40	\$62,358.40	\$65,520.00
2	\$62,358.00	\$65,520.00	\$69,680.00
3	\$65,520.00	\$69,680.00	\$73,881.00
4	\$69,680.00	\$73,881.60	\$78,041.60
5	\$73,881.60	\$78,041.60	\$82,243.20
6	\$78,041.60	\$82,243.20	\$86,403.20
7	\$82,243.20	\$86,403.20	\$90,604.80
8	\$86,403.20	\$90,604.80	\$94,016.00
9	\$90,604.80	\$94,016.00	\$97,306.56
<u>10+</u>	<u>\$94,016.00</u>	<u>\$97,306.56</u>	<u>\$100,712.29</u>

Sergeants

YOS (upon implementation of the FOP Agreement)	Proposed Salary 2018	Proposed Salary 2019	Proposed Salary 2020
7	\$98,716.80	\$101,712.00	\$105,664.00
10 to 13	\$101,712.00	\$105,664.00	\$109,990.40
16+	\$105,664.00	\$109,990.40	\$114,566.40

- c. The candidate with the highest scores in the promotional process will be senior if promoted at the same time.

SECTION 4. The Promotional Process results will be posted in descending order, that being highest, first - and the lowest, last.

SECTION 5. All promotions for Sergeant will come from the list in Section 4. The straight rule of three will be the only basis for promotion. Eligibility lists deriving from Promotional testing shall be valid for six (6) months. The Chief of Police then has the discretion to discard the list or extend the list for another six (6) months. The Chief of Police can exercise the option to extend the Promotional testing list twice (2x) for six (6) months each time of extension, for a total of an eighteen (18) month period.

SECTION 6. Anyone promoted to the rank of Sergeant under this Agreement will be placed on a one (1) year probation. Accordingly, the employee serves at the will and pleasure of the City for the one (1) year probationary period and may be demoted to the Police Officer position without explanation and for any reason by the City during this period. Accordingly, employees serving their probationary period in the Sergeant position shall have no right to utilize the grievance/arbitration procedure regarding demotion from Sergeant to Police Officer.

SECTION 7. A member being promoted to Sergeant shall receive a 5% wage increase in accordance with the Promotional Pay Plan stated above.

ARTICLE 28

PROMOTIONS

SECTION 1. Eligibility - Time in Grade

Time in Grade

- a. Patrol officer to Sergeant 5 years

Continuous service as a police officer with the City of Plantation.

** Eligibility based on 5 years continuous service shall be determined using the date of the written Sergeant's exam. If an Officer separates from the City of Plantation after 5 or more years of continuous service, and then is re-hired by the City within a 1- year period from separation, that officer's previous service time shall be counted towards eligibility for promotion to Sergeant. Any separation longer than a period of 1 year negates previous years of continuous service.

SECTION 2. Providing time in grade requirements have been met, the candidate for Sergeant may not be on probation for a period in excess of one (1) month at the time of testing. (Not to include any form of probation resulting from police vehicle operation.)

SECTION 3. Testing will consist of the following:

1. Written Exam – considered as the first (1st) part of the promotional process and will be worth 50% of the final score.
2. Assessment Center – considered as the second (2nd) part of the promotional process and will be worth 50% of the final score.
3. Seniority – will be calculated by:
 - a. ½ point for each year of accumulated continuous service as an officer with the City of Plantation;
 - b. Adding the final seniority value to the assessment center scores, prior to averaging the final score;