

AGREEMENT BETWEEN
CITY OF PENSACOLA
AND
FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE

(Police Officers)

Beginning October 1, 2009
Through and Including
September 30, 2012



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**ARTICLE 1
PREAMBLE TO AGREEMENT**

This Agreement is made and entered into between the City of Pensacola, Florida, hereafter referred to as the “Employer,” and the Florida State Fraternal Order of Police, Inc., hereafter referred to as the, “F.O.P.,” the “Union .”

**ARTICLE 2
PURPOSE AND INTENT**

The purpose of this Agreement is to secure an efficient and professional relationship between the parties hereto, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic and full agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment. It is mutually understood and declared to be the public policy of the Employer and the F.O.P. to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the F.O.P. also agree to promote and abide by the department’s Core Values and Mission Statement (attachment c).

**ARTICLE 3
RECOGNITION**

- 3.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the F.O.P. as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions for employment of the public employees as defined by PERC.
- 3.2 It is further understood and agreed that a Staff Representative of the Florida State Fraternal Order of Police, Inc will be the official spokesman of the F.O.P. in any matter between the F.O.P. and the Employer. The President of Lodge No. 71 will act as alternate and may designate alternate(s) as the need arises. Any alternate designated by the President shall be designated in writing and shall be furnished to the Police Chief and the Human Resources Director.

**ARTICLE 4
DEFINTIONS**

- 4.1 “Day” shall mean a calendar day unless otherwise specified in this Agreement.
- 4.2 References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 4.3 PERC – Public Employee Relations Commission.
- 4.4 Grievance - a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.
- 4.5 “Unfounded” - Found event to not have occurred.
- 4.6 “Exonerated” – Found event to have occurred but was legally authorized by Statute or policy.
- 4.7 “Sustained” – Found event to have occurred.

- 4.8 “Not Sustained” – Unable to determine if event occurred.
- 4.9 “ Informal discipline” – includes written or verbal reprimands, memoranda or similar action.

ARTICLE 5 RESIDENCE

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida. Exceptions to this article may be granted by the City Manager, or by the Police Chief.

ARTICLE 6 SECURITY AND CHECK-OFF

- 6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee’s pay the amount owed to the F.O.P. by such employee for dues. There will be twenty-six (26) deductions per year. The Employer will remit such sums to the F.O.P. no later than the tenth (10th) day of the month following such deductions. The F.O.P. will certify any changes in the membership dues rate to the Employer in writing over the signature of the authorized officer or officers of the F.O.P. at least thirty (30) days in advance of the effective date of such change. The Employer’s remittance will be deemed correct if the F.O.P. does not notify the Employer in writing within two (2) weeks of its receipt.
- 6.2 The F.O.P. agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the F.O.P. from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the time that dues are to be deducted from which to make such deduction. The F.O.P. shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney’s fees that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 6.3 The Employer shall not be required to collect F.O.P. dues in arrears. Any change in dues made by the F.O.P. will be made effective after a thirty (30) day written notice by the F.O.P. to the Employer and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.
- 6.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee’s earnings after withholdings for that payroll period are less than the amount of dues to be checked off.

ARTICLE 7 NO STRIKE CLAUSE

The **F.O.P.** and its officers, representatives and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work, intentional interruption of **Employer** operations, or similar activities during the terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage of work, intentional interruptions of **Employer** operations or similar activities was violated by the employee to be discharged or otherwise disciplined

**ARTICLE 8
WORK RULES**

8.1 Notice and Scheduling of In-Service Training

It shall be the policy of the Police Chief whenever possible to give at least ten (10) working days notice to employees scheduled for in-service training. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

8.2 Transfers

It shall be the sole right of the Police Chief to transfer employees between any subsections of the organization. Employees shall be notified at least twenty-one (21) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment. Employees may voluntarily waive the twenty-one (21) day notice by submitting a letter to the Chief of Police.

8.3 Administrative Leave without Loss of Pay

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Police Chief as approved by the City Manager.

8.4 Re-issuance of Conflicting Written Directives

On or before sixty days (60) days after the ratification date of this Agreement, both parties will make a reasonable effort to review existing policies and procedures in order to identify those that are in conflict with the terms and provisions of this Agreement. Those policies that are identified to be in conflict will be made to conform with terms and provisions of this Agreement.

8.5 Civilian Riders

- (a) Officers may object to certain civilian riders by written notice to their immediate supervisor. When possible the request will be honored. This request will not become part of the employee's personnel file.
- (b) Riders will be limited to a four (4) hour duration, which can be waived by the individual officer.
- (c) Officers are only required to have one (1) rider in a thirty (30) day period, which can be waived by the individual officer.
- (d) In the event that a police officer is participating in a PPD funeral procession, the city will make arrangements to transport an officer's immediate family members at the city's expense.

**ARTICLE 9
MANAGEMENT RIGHTS**

9.1 Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Employer prior to this Agreement are retained by the Employer, and may be exercised without prior notice to or consultation with the Union.

9.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the Employer to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:

- A. To manage the police department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
 - B. To determine the purpose and functions of the police department in its constituent divisions, bureaus and units.
 - C. To perform those duties and exercise those responsibilities which are assigned to the Employer by federal and state law, or by City ordinance.
 - D. To determine and adopt the policies and procedures, standards, rules and regulations as they are deemed by the Employer to be necessary for the operation and/or improvement of the Pensacola Police department, and to manage and direct management, administrative, supervisory and other personnel. The Employer will act in accordance with the agreement on these matters.
 - E. To alter or vary past practices and otherwise to take such measures as the Employer may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.
 - F. To set the methods, means of operations and standards of services to be offered by the police department and to contract such operations/services to the extent deemed practical and feasible by the Employer in its sole discretion.
 - G. To determine and re-determine job content, work load and work force size.
 - H. To decide the number, location, design, and maintenance of the police department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the Employer.
 - I. To determine the qualifications of all employees of the police department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the police department consistent with the existing provisions of law, City of Pensacola's Civil Service Act and terms of this agreement.
 - J. To discharge, demote, fine, or suspend any employee of the police department, or to relieve such employees from duty, and to take other disciplinary action against such employees, for just cause.
 - K. To establish, implement and maintain an effective internal security practice.
- 9.3 If, in the discretion of the City Manager or his designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, with the exception of pay scales and benefits.
- 9.4 The Union recognizes that the Employer and the police department have certain obligations to comply with federal, state and local laws, ordinances. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 9.5 The Employer hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States, as well as the Charter of the City of Pensacola.
- 9.6 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

**ARTICLE 10
EMPLOYEE'S EXECUTIVE COMMITTEE**

Bargaining unit employees shall not serve on the Employees Executive Committee. No City proposal brought before the Employees Executive Committee will have any applicability to the Bargaining Unit.

ARTICLE 11
BILL OF RIGHTS

- 11.1 Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason, which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:
- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer of agency.
 - (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the office under investigation.
 - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.
 - (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - (f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
 - (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
 - (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
 - (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement.
 - (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

- 11.2 The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Internal Investigation section of the disposition of the complaint or allegation upon the conclusion of the investigation. For active employees, the investigation shall be concluded and the officer shall be notified in writing with the finding of sustained, not sustained, exonerated, or unfounded.
- 11.3 The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and nonincarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- 11.4 The parties acknowledge that there is very little established law interpreting the statutory provisions recited in Section 11.1, above. If an arbitrator is called upon to resolve an appeal from a grievance by interpreting a provision of Section 11.1 where there is no judicial or statutory guidance, if the arbitrator determines that the employer's interpretation is a reasonable one, that interpretation shall be applied.
- 11.5 Article 11 shall include F.S. 112. sec. 532-534 as amended from time to time by the Florida Legislature.

**ARTICLE 12
DISCIPLINE & DISCHARGE**

- 12.1 Probationary Police Officer and entry-level probationary police officers (as opposed to police sergeants on promotional probation) that are dismissed from employment shall have no right to a Civil Service Board hearing, or to appeal pursuant to this Agreement.
- 12.2 All discipline taken against any bargaining unit employee shall be for just cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Pensacola Civil Service and Personnel Rules and Regulations, Pensacola Police Department Personnel Rules and Regulations, Pensacola Police Department Policy and Procedures as they exist at the time of the action is taken.
- 12.3 Non-probationary police officers shall have the rights provided by Florida Statutes.
- 12.4 Non-probationary police officers shall have the option of utilizing the current Civil Service Appeal Rights and Procedures or the Grievance Procedure established by this contract, but such employee cannot use both a Civil Service Appeal and a Grievance Procedure.
- 12.5 No suspension with loss of pay shall be implemented until any requested civil service or arbitration hearing has been held and an opinion rendered.

**ARTICLE 13
EMERGENCY SUSPENSION**

- 13.1 Any person holding the rank of sergeant or above shall have the authority to impose emergency suspension with pay until the next business day against a member when it appears that such action is in the best interest of the department.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 General

The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the Employer and employee or group of employees involving the interpretation or application of this Agreement. An employee covered by this Agreement shall have the right to be represented by the F.O.P., or may waive such right, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

14.2 Definition

A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.

14.3 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the Employer and the F.O.P. (or the employee if appropriate) that is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.

14.4 Grievances that by their nature cannot be resolved in lower levels of the chain of command may be submitted directly to the Police Chief or his/her designee.

14.5 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.

14.6 Step 1. Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to their Lieutenant/Shift Commander. This Lieutenant/Shift Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The immediate supervisor shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 1 meeting.

14.7 Step 2. If the grievance is not settled at the first step, the grievant may present the grievance through his/her chain of command to the Captain/Division Commander. The grievance must be presented within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Captain/Division Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Captain/Division Commander shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 2 meeting.

14.8 Step 3. If the grievance is not settled at the second step, the grievant may present the grievance to the Police Chief. The grievance must be presented to the Police Chief within five (5) days of receipt of the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Police Chief shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Police Chief shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 3 meeting.

14.9 Arbitration

- A. If the grievance is not settled in accordance with this Article, the F.O.P. (on behalf of the grievant) may request arbitration, by providing a written request to the City of Pensacola Director or his/her designee not later than thirty (30) days after receipt of the Step 3 response or, if a timely Step 3 response is not received, within thirty (30) days from the day the Step 3 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by City of Pensacola Director or his/her designee within the thirty (30) day limit, the Employer's Step 3 response shall be final and binding upon the grievant and the F.O.P.
 - (1) Only disciplinary issues involving suspension, demotion or termination will be subject to arbitration.
- B. The F.O.P. and the Employer will mutually select a panel of five (5) qualified arbitrators to serve on a rotating list for the duration of the Agreement. The arbitrators selected must reside in Escambia, Santa Rosa, or Okaloosa County. The rotation sequence shall be randomly determined by the F.O.P. and the Employer. The first arbitrator on the rotation sequence shall be assigned to the first grievance advanced to arbitration, with succeeding cases assigned to the remaining arbitrators seriatim. Once the rotation sequence has been determined, an arbitrator cannot be assigned out of rotation unless mutually agreed by both parties. The parties may also mutually agree at any time to remove an arbitrator from the panel.
- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. All testimony given at the arbitration hearing shall be under oath.
- E. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- F. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- G. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- H. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and 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 specifically covered by this Agreement.

- I. Any event that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.
- J. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- K. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- L. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, and the Charter of the City of Pensacola shall not be usurped in any manner unless specifically amended or modified by this Agreement.
- M. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.
- N. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.

ARTICLE 15 FILES

- 15.1 Files that contain the following information will be purged on the following schedule, providing a written request be provided to the Internal Affairs Lieutenant detailing the records to be purged.
- (1) Internal Investigations- Cases which are unfounded, exonerated, or not sustained- one (1) year from the date of case disposition.
 - (2) Sustained Internal Investigations cases involving disciplinary action- five (5) years from the date of case disposition.
 - (3) Informal discipline will be purged from departmental personnel files five (5) years from the date of issue, if the officer notifies the Police Chief in writing detailing the records to be purged.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary proceeding.

Upon the completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s). If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

- 15.2 The Employer will comply with applicable court orders and Florida Statutes, regarding the release of home address, telephone number, social security number, or photograph of active enforcement personnel.

It shall be the right of any officer, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Human Resources Director and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

ARTICLE 16 TOBACCO USAGE

- 16.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 16.2 After September 9, 2003, the City will hire as police officers only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment per City of Pensacola Civil Service Rules and Regulations. New hires may not have used tobacco products for a period of six (6) months prior to the date of application for employment.
- 16.3 All bargaining unit employees who were hired before September 9, 2003, will not be affected by the no tobacco use condition of employment which will apply to the new hires, but current employees will use tobacco products only in designated areas as defined by the city policy.
- 16.4 Employees covered by this agreement are discouraged from tobacco usage and the City agrees to make reasonably available courses to help stop the use of tobacco for those employees wishing to quit

ARTICLE 17 SAFETY AND HEALTH

- 17.1 The Employer agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the F.O.P. will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer and the F.O.P. Such protective devices, apparel, and equipment, when provided by the Employer, shall be encouraged to be used.
- 17.3 Employees involved in specialized activities within the department requiring the use of specialized equipment (i.e. self-contained breathing apparatus) may be required to undergo an applicable periodic physical examination to determine fitness to wear the required equipment.

ARTICLE 18 FITNESS FOR DUTY

- 18. All members of the department shall maintain good physical condition so they can handle the strenuous physical contacts often required of a law enforcement officer.

ARTICLE 19 COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES

19.1 General

The City of Pensacola holds the safety of its employees and the public in the highest regard and will continue to support programs, which will enhance and ensure the safety and well being of all employees

and citizens. It is the policy of the City of Pensacola to maintain a work environment that is free from illegal controlled substances and/or alcohol beverages. It is also the intent of the City of Pensacola to provide its classified employees with specific information concerning prohibited conduct and further to provide the Civil Service Board with a definite, workable standard to apply as it may consider employee appeals pertaining to this matter.

All employees are required to report to work substance abuse free and in a state of mind and physical condition so as to be able to perform their assigned duties safely and competently. Specifically, employees are required to report free from any measurable amount of the following substances: alcohol, amphetamines, cannabinoids, cocaine, phencyclidine, methaqualone, opiates, barbiturates, benzodiazepines, methadone, propoxphene, designer drugs as defined by law, or prescription drugs for which the employee does not have a prescription. Employees are cautioned to report the consumption of all prescription drugs, and the following non-prescription drugs containing alcohol which can affect or influence job safety: all liquid medications containing ethyl alcohol (ethanol), including, for example: Vicks Nyquil, Comtrex, and Contact Severe Cold Formula Night Strength.

Employees will be required, upon employment, to certify that they have received a copy of the City of Pensacola's substance abuse policy, and as condition of employment agree to notify the City of any criminal statute conviction for a violation involving the illegal use of drugs or alcohol no later than five (5) days after such conviction.

A. **Indicators for Screening**

In an effort to identify and eliminate on or off duty controlled substance/alcohol abuse, urinalysis/blood/breath tests shall be administered under the following conditions:

- (1) As part of the pre-employment screening process. A positive test for a controlled substance shall be grounds for disqualification from employment consideration. Confirmation by Gas Chromatography/Mass Spectrometry (G.C.M.S.) for controlled substances may be conducted, but at the applicant's own expense. Positive confirmation will be grounds for disqualification from employment consideration.
- (2) Following any vehicular or other accident occurring on-duty where a supervisor has "probable cause" that the involved employee(s) may be under the influence of alcohol or may have been using, possessing, dispensing or selling controlled substances, unlawful, mind-altering, or non-physician prescribed drugs.
- (3) Where a supervisor has "probable cause" based upon a factual foundation that the employee has possession or is using, dispensing or selling any illegal drug or controlled substance which is not prescribed by a licensed physician for the employee's own personal health.
- (4) Where a supervisor has "probable cause" based upon a factual foundation that the employee is under the influence of alcohol on duty.
- (5) As required under Federal and State guidelines.

"Reasonable suspicion" for testing means testing based on a belief that an employee is using or has used drugs or alcohol in violation of this policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable phenomenon while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

- (3) A report of drug or alcohol use, provided by a reliable and credible source, which has been independently corroborated.
- (4) Evidence that an individual has tampered with a drug or alcohol test during his/her employment.
- (5) Information that an employee has caused, or contributed to and accident while at work.
- (6) Evidence that an employee has used, possessed, sold, solicited or transferred drugs or alcohol while working or while on City property or while operating a City vehicle, machinery or equipment.

If a supervisor has a “reasonable suspicion”, they shall contact the City Nurse to arrange for testing at the earliest possible time.

B. Arrangements for Testing

Employees shall give either a blood sample, breath sample, or a urine sample at a hospital, approved collection facility, or accredited testing laboratory, as designated by the City Clinic. All positive drug tests for a controlled substance will be confirmed by the G.C.M.S or other suitable testing procedure. When a sample is taken under any of the above circumstances, a portion shall be retained for a second test within twenty-four (24) hours should either the City or the employee request the same.

Employees shall be notified of a positive result. Should the employee or the City wish a second test, it shall be performed within twenty-four (24) of the positive notification.

An employee’s time involved in testing shall be considered time worked.

C. Consequences for Failure or Refusal to Submit to Testing

Failure or refusal to submit to a required examination will be grounds for disciplinary action up to, and including, dismissal.

D. Disciplinary Action for Policy Violations

Reporting to work or working with any measurable amount of an illegal controlled substance, alcohol or prescription drug without a prescription is considered extreme misconduct and shall be appropriately disciplined. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Department Director.

The employee shall not be disciplined until a positive test result is communicated to the City. However, if the employee’s conduct in connection with the substance/alcohol abuse amounts to conduct for which the City may otherwise discipline the employee, the City may take action prior to knowing a positive test result.

For sworn police, uniformed fire employees, and other positions as designated by the City Manager, positive test for a controlled substance, which is confirmed, by G.C.M.S. or other suitable testing procedure shall result in a recommendation for discipline for discipline up to and including dismissal.

For all other classes of employees, and where non-controlled substances are involved for sworn police and uniformed fire personnel, in the event that the results of the urinalysis, blood or breath test are positive, the following procedures will apply:

- (1) The employee at his or her own cost may enter and remain in a substance/alcohol program approved by the City until the City Physician and the approved administrator are able to state that the employee has been successfully rehabilitated and can remain substance free. While in the program, the employee will be allowed to return to work upon approval by the City Physician and program administrator; if not, the employee may use all of their accrued PTO leave, and then may be placed on leave without pay under the City's temporary disability policy, until the City Physician and program administrator approve the employee's return to work. If the employee is not rehabilitated, the employee will be dismissed, if the employee is rehabilitated, as determined by the program administrator and the City Physician, the employee shall be allowed to return to work.
- (2) Return to duty will be performed. The test must be negative for any unauthorized substance, prior to an employee being allowed to return to work.
- (3) If the employee fails to complete the program, or fails to or cannot be rehabilitated, they may be terminated from their employment with the City.
- (4) An employee who completes the program will be subject to random substance/alcohol testing for a period of one year, or as determined by Federal guidelines.
- (5) An employee who resumes use of unauthorized substances after the original reinstatement to work shall be dismissed.

E. Requirement to Report Use of Prescription Drug

Employee in high risk positions, or working in high risk situations, public safety employees, or employees in jobs requiring the operation of vehicles or other motorized equipment must report the use of medications (whether prescribed or over-the-counter), which may impair their ability to safely perform their jobs, to their immediate supervisors. Violations of this requirement may result in disciplinary action.

ARTICLE 20 EMPLOYEE BENEFITS

20.1 Death Benefits

The provisions of the following Code of the City of Pensacola shall apply:

Section 9-5-26 Death benefits

Section 9-5-27 Payments to beneficiary and alternative beneficiary

(See Attachment A)

20.2 Training and Education

a. Training and Travel Policy

All requests for travel/training will be submitted on Report of Travel and Training Funds (PF-210).

Department Directors will submit their requests for training and travel to the City Manager or designee no later than fifteen (15) days prior to leaving.

All other employees will submit their requests for training and travel, through their Department Directors, and then to Human Resources no later than thirty (30) days prior to leaving.

All requests must be approved by the Department Director or his/her designee. All travel must be approved in advance. Reimbursement by the City will be denied absent advance approval.

Upon return from training, all requests must be submitted with an accounting of funds to Department Director for approval signature. Department Directors are required to have the City Manager or designee review and sign this request.

Expenses are calculated as follows:

- (1) Hotel/Motel Single, as cost. Receipt required
(double at same cost will be accepted)
City does not pay Florida State Sales Tax on lodging within the State
- (2) Meals Per diem, \$30 per day*
\$6 – breakfast (when leaving before 8:00 A.M.)
\$8 – lunch
\$16 – dinner (when returning after 6:00 P.M.)
Tips included in allowance.
(Reimbursement for out-of-town meals only. Receipt required for expenses in excess of per diem, and may be taxable to the employee under IRS regulations.)
- (3) Unlisted
Included such expenses as tips for baggage handling and other minor expenses not requiring a receipt. Submit list of expenses on separate sheet of paper with accounting report.
- (4) Phone
Personal call not to exceed \$5 on a daily basis. No restriction on business calls. Receipt required.
- (5) Transportation
City vehicles may be utilized. Reimbursement will be made at cost for gas and oil. Receipts required.
Private vehicles may be authorized. Reimbursement will be at 48.5 cents per mile not to exceed the cost of air travel (including ground transportation when necessary.)

Air travel is authorized for tourist fare only. Receipt required.

Cabs, local buses, limousine reimbursement will be at cost. Receipt required.
- (6) Other
Reimbursement will be at cost. Receipt required.
(Registration, Tuition)

An accounting of monies is required within ten (10) working days after return. Itemized receipts must accompany report of funds spent. In the event that the ten (10) working day settlement cannot be met, the employee will be precluded from receiving advances and/or reimbursements for subsequent travel until settlement of the previous trip.

b. **Educational Reimbursement Plan**

The educational reimbursement program encourages personal development through formal education so

that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees in Civil Service or contractual positions with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the department director for approval prior to class registration. The department director will determine if funds have been budgeted and are currently available in the department's budget. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the department director to the Human Resources Department, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the department director to be forwarded to the Human Resources Director for final review and payment.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City of any course for which the employee has also received reimbursement or payment from any other source.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola Junior College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola Junior College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola Junior College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola Junior College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola Junior College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to

the employee receiving the balance of such funds after reimbursement has been made.

(1) **Required Courses**

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a “C” grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

(2) **Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntarily takes a course which is directly related to their job, and who attains a “C” grade or better in the approved course. Department Directors will be the signing authority on determining if a course is job related, along with review by the Human Resources Director for reimbursement purposes.

(3) **Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a “C” grade or better even though that course is not job related.

(4) **High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

(5) **Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

20.3 **Reimbursement for Use of Personal Vehicle**

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed as prescribed by Section 20.2.

20.4 **Comprehensive Medical Coverage**

The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City’s group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

20.5 The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

20.6 The employees represented by this contract will be allotted a member on the Health Insurance Quality Circle committee.

This member will be selected by **F.O.P.** Lodge #71’s President.

**ARTICLE 21
TRAINING ATTENDANCE**

21.1 Policy

It is the policy of the Pensacola Police Department that its employees be properly trained. Training should be a continuous process throughout the career of individual employees, and should develop specialized skills and knowledge within the framework of a police generalist. Training attendance shall be within the framework of department procedures.

21.2 Procedure

A. Mandatory Training

1. This is training an officer/employee is directed by the department to attend, i.e., intoxilyzer, crime scene procedures, etc.
2. It is the responsibility of an immediate supervisor to:
 - a. Reschedule days off so as not to conflict with attendance whenever possible
 - b. When rescheduling is not possible, compensatory time shall be given and forwarded through proper channels.
3. All employees who attend mandatory training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

B. Out-of-Town Specialized Training

1. An officer/employee may submit their name for consideration to attend a particular specialized "out-of-town training," which is not designated for salary incentive.
2. If the training is approved, it is the responsibility of the officer/employee's immediate supervisor to:
 - a. Carry the attending employee on the payroll as "Special" and name the type of training.
 - b. Carry the attending employee on the payroll as "Day off" when their regular off days fall during the time of absence.
 - c. Whenever possible, reschedule off-duty days to compensate for applicable travel time.
3. It is the responsibility of an attending employee to:
 - a. Furnish a training course application that has been sent through the chain of command and a copy of the training announcement to Training at least 30 days prior to requested training.
 - b. Furnish Training with required receipts (hotel, gas, tuition, airfare, etc.), within five days

of completing the requested training.

4. Reimbursements for training and travel are based on the policy guidelines set forth in the City of Pensacola Human Resources Manual, Section E-4, Training and Education Policy.
5. All employees who attend specialized training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

C. Voluntary Training

1. Voluntary training is any training an officer/employee may attend at any training institution on their off-duty time.
2. No compensatory time or overtime will be authorized while the officer/employee attends voluntary training.
3. Employees who wish to attend approved job-related training on their own time will clear enrollment and paperwork through the department's Training section.
4. Employees who wish to further their education to the highest level possible may do so while off-duty and receive reimbursement under the City of Pensacola's Education Plan.
5. All employees who attend voluntary training and fail to successfully complete that training complete that training without sufficient justification in the opinion of the Chief or his designee, shall reimburse the department for all tuition expenses incurred by the department on their behalf.

- D. If the interpretation of the above provisions are perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

**ARTICLE 22
UNIFORMS & EQUIPMENT**

- 22.1 The **Employer** shall furnish uniform(s) to all sworn personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Pensacola Police Department. Uniforms shall include all necessary equipment for the officer's performance of duty as a police officer including weapons, leather goods, foul weather gear, boots, cold weather gear and safety equipment, except socks and under garments.
- 22.2 (a) The **Employer** will pay for the repair or replacement of property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 22.2 (b) through (e).
- (b) Any **Employer**-issued uniforms or equipment and any employee-owned personal property (as defined in Section 22.2 (c)), damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the **Employer** at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief.

- (c) Employee-owned personal property is defined as that personal property necessary for the performance of official duties, prescription eye glasses, contact lenses, watches, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (e) In no event will the **Employer** pay more than one hundred dollars (\$100) for a watch or a cell phone, fifty (\$50) for any pair of sunglasses, and three hundred dollars (\$300) to repair or replace all other property listed in Section 22.2 (c).

22.3 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Police Chief.

22.4 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

22.5 Employees in the Vice & Narcotics, and Tactical Unit who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arises from their official duties, the **Employer** hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.

ARTICLE 24 SECONDARY EMPLOYMENT

24.1 Off-duty employment of a security nature conducted according to the procedures set forth below is authorized by the Pensacola Police Department because it confers a substantial benefit upon citizens by allowing an expanded law enforcement presence at minimal expense to the City.

However, officers engaged in off-duty security employment should remain constantly aware that they are law enforcement officers utilizing equipment provided by the City of Pensacola while engaging in such activities, and they are perceived by the public as on-duty officers. Therefore, all officers are directed to conduct their behavior while working off-duty in exactly the same manner and following all applicable policies and procedures as though they were working on their scheduled tour of duty. The compensation is provided by an entity other than the City of Pensacola does not diminish an officer's

responsibilities and can never be allowed to present a conflict of interest between the entity providing compensation and the paramount responsibility as a police officer.

Under no circumstance will any officer working off-duty disregard any law enforcement responsibility or violate any policy or procedure of the Pensacola Police Department at the request or at the direction of an off-duty employee. Independent judgment as a law enforcement officer must prevail in every situation.

A police officer is authorized by Florida Law (F.S.S. 790.052) during off-duty hours – at discretion of their superior officer – to perform law enforcement functions normally performed during work hours. Pensacola Police officers are authorized by the Police Chief to carry firearms off-duty and to perform law enforcement functions for off-duty employment normally performed during duty hours.

Members engaging in permanent business or employment shall submit a request for permission to do so to the Police Chief.

24.2 Procedure

I. Police Related Employment

a. Temporary (city property)

- i. Shall be coordinated through the designee of the Police Chief.
- ii. Responsibilities of the designee of the Police Chief are to:
 1. Provide names of volunteers for each event based upon the order of request to participate.
 2. Provide for wages and working conditions consistent with the law enforcement function.
 3. Provide for notification of the Communication Center when officers report for their tour of duty.

b. Temporary (non-city property)

- i. May be coordinated by the individual member involved.
- ii. Responsibilities of the coordinator are to:
 1. Provide for wages and working conditions consistent with the law enforcement function.
 2. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

c. Permanent

1. This employment spans more than three calendar days within a six (6) month period.
- ii. It may be coordinated by the individual member involved.
- iii. Responsibilities of the coordinator are to:
 1. Provide for wages and working conditions consistent with the law enforcement function.
 2. Complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Civil Service Board prior to initial date of employment.
 3. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

II. Non-Police Related Employment

- i. This shall conform to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.

- ii. Temporary work spans three days or less within a six (6) month period.
- iii. Shall be coordinated by the individual member involved.
- iv. Not required to notify the Communication Center.

Permanent work spans more than three calendar days within a six (6) month period.

Shall be coordinated by the individual member involved.

Individual member shall complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Civil Service Board prior to initial date of employment.

III. **Administration**

a. **Coordination of effort**

- i. All requests for police related off-duty employment, where two or more officers will be involved, shall have prior approval from the designee of the Police Chief.
- ii. The coordinator of such events shall review the request with the designee of the Chief of Police prior to the outside employer.

b. **Forms**

- i. The City of Pensacola Outside Employment Form – PF-405 shall be submitted prior to the date of employment through the proper chain of command to the designee of the Chief of Police.
- ii. The City of Pensacola Termination of Outside Employment Form – PF-406 shall be submitted within two weeks of final termination of employment through the proper chain of command to the designee of the Police Chief.

c. **Communications Center**

- i. The Communications Center shall immediately notify the shift commander of personnel working off-duty in a police related position. This information shall include:
 - 1. Radio number.
 - 2. Permanent ID number.
 - 3. Location of employment.
 - 4. Hours of employment.
 - 5. Vehicle number.
- ii. The Communication Center shall keep a permanent record of all off-duty information provided to them and shall print a list of such information every night at midnight to be forwarded to the designee of the Police Chief.

d. **Supervisor notification**

- i. An on-duty patrol shift supervisor shall be notified immediately of any incident requiring official police action.
- ii. Any police action required of an officer working in an off-duty position shall change the status of the position to that of an on-duty position.
- iii. Any officer involved in circumstances that change the status of a position to on-duty shall complete proper forms for overtime compensation.

e. **Length of tour of off-duty employment**

- i. **No** officer shall accept off-duty employment for a period of time that would reduce their alertness and/or effectiveness as a law enforcement officer to a point where they present a danger to themselves or others.
- ii. It shall be the responsibility of the immediate supervisor (i.e., sergeant for police officers, lieutenant for sergeants) to determine if their subordinates are fit for duty.

- iii. When this issue is raised, the officer making the determination shall take into consideration the total on-duty and off-duty hours that have been worked within the last sixteen (16) hours.
 - iv. The shift command supervisor shall be vested with authority to immediately terminate any duty the officer may be assigned at the time such determination is made.
 - v. If the violation occurs while an officer is working off-duty, the shift command supervisor shall attempt to make arrangements for a replacement officer to finish the tour of duty in question.
 - vi. The shift command supervisor shall file a Report to the Chief through the chain of command for review and final determination of what disciplinary actions may be taken toward the officer.
- f. **Inappropriate requests**
- i. Any officer receiving an attempted request for action by an off-duty employer which the officers feels is inappropriate, (i.e., off-duty employer asks the officer to do something that should not be done as a police officer) shall submit a letter to the Police Chief.
 - ii. That letter shall detail the circumstances, location and name of the off-duty employer.

ARTICLE 25 LIFE INSURANCE

25.1 The Employer will provide a basic life insurance of \$10,000 for employees covered by this agreement.

Additional life insurance is optional for employees covered by this agreement and their dependents.

25.2 The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any “out-of-pocket” amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

25.3 The Union will be notified of any change in the insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

ARTICLE 26 INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS

26.1 **Compensation for Job – Incurred Injury or Illness**

a. **General**

The State of Florida has a Worker’s Compensation statute to which the City of Pensacola adheres. The purpose of this coverage is to provide some degree of payment to those employees who become temporarily or permanently disabled due to illness or injury incurred on the job. The following rules will serve to delegate responsibility for proper handling of all such cases, claims, and relevant forms.

In compliance with the Federal Americans with Disabilities Act, the Family Medical Leave Act, and other applicable federal and state laws, each employee injured in a job-related accident will be assured of their job when released to return to duty. If the employee is unable to return to

their normal job, every reasonable effort will be made to ensure that the employee will be placed in another position within the City structure commensurate with their physical limitations.

Upon injury or illness and filing of the First Notice of Injury or Illness report where lost time from work or medical expenses are incurred, a letter will be sent to the injured employee notifying the employee that in the event they are unable to resume their usual duties due to physical limitations from the injury or illness, every reasonable effort will be made to ensure that they will be placed in another position within the City structure commensurate with their physical limitations.

b. **Report of Injury and Examination**

Each incident involving bodily injury sustained on the job by a City employee shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. The employee shall be referred to the City Clinic where a preliminary examination will be made and the Injury or Illness Report (PF-351) is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Department. In cases of severe injury or extreme emergencies the injured employee should be taken to the nearest hospital emergency room and the supervisor should notify the City Clinic.

If in the opinion of the nurse or physician the injury requires more advanced or specialized treatment, the employee will be referred to the physician chosen by the City. The attending physician upon examination shall then determine, in conjunction with the City Physician:

- (1) the need for further examination or treatment,
- (2) the extent to which the employee may work,
- (3) the need for loss of time from work for treatment, rest, hospital care, or a combination or these.

The City Clinic shall keep the employee's supervisor informed as to the condition of the employee and estimated length of time that the employee will be off duty. Where loss of time from work is indicated, the City Clinic, with assistance from the Department of Human Resources, shall arrange for continuation of proper medical care and supervision. The City Clinic must approve all time off from work.

When transitional duties or accommodations are indicated or appropriate, these shall be arranged by the City Clinic, the supervisor, and/or Department Director with approval of the Human Resources Director. If the employee is unable to return to their normal duty due to physical limitations set forth by their physician, in accordance with the Americans with Disabilities Act, every reasonable effort will be made to ensure that the employee will be placed in another position with the City structure that accommodates their physical restrictions.

In all cases, the City Clinic shall arrange for the initiation of proper State Compensation forms as required (these are mandatory in all cases regardless of loss time or incurrence of medical expense).

b. **Temporary Total or Temporary Partial Disability**

All time off work due to a job-related injury/illness must be approved by the City Physician/City Nurse.

If loss time is incurred, continuation of salary under Florida Statute requires that a

compensable injury or illness be paid for at the rate of 66 2/3 % of the employee's average earnings to a maximum as established by the State. However, the City will compensate in the following manner for each temporary total or temporary partial disability caused by an initial on the job injury. In determining the period of time listed below, all absences shall be cumulative calendar days.

- (1) The injured employee may be paid 100% salary for no longer than ninety (90) day, without using accumulated leave.
- (2) During the above ninety (90) day period of 100% compensation, the employee will receive all workers' compensation monies and those amounts will be deducted from the employee's normal salary.
- (3) After the ninety (90) day period, an employee may at their option use up to thirty (30) days accumulated PTO leave. The employee will then keep their Worker's Compensation checks without further payroll deductions. To qualify for compensation from the City funds, the employee must present sufficient evidence of their disability and the City Physician shall determine the eligibility of such claims. At the end of the ninety (90) day loss time period for an "on-the-job" injury, when no other leave is available, the employee must return to full active duty or be placed in another position within the City structure that is commensurate with their physical restrictions. This is to be determined by the City Physician, in conjunction with the Human Resources Director.
- (4) At the end of the ninety (90) day period, plus the expiration of accumulated PTO leave, used at the employee's option, an employee must have returned to work in his/her normal duty or other duty within the City structure commensurate with their physical restrictions. It is the intent of this section that no employee shall remain off work and be on the regular payroll for any more than ninety (90) days, plus a maximum or thirty (30) days of accumulated PTO leave due to an on-the-job injury.

d. **Recurring Injuries**

For recurring complications relevant to a particular previous lost-time injury following a return to active duty, the City of Pensacola will begin compensation as of the first day of the recurrence provided the employee has reported such on the first day of the recurrence to the City Clinic, and the City Physician or City Clinic has given authorization for leave.

26.2. **Disability Benefits**

The provisions of the following Code of City of Pensacola Florida shall apply:

Section 9-5-24 Disability Benefits
(See Attachment B)

26.3 **Return to duty examinations**

If the city requires an employee to be examined by a doctor chosen by the city, the city will agree to reimburse the employee the total cost of the examination if the employee is not covered by health insurance. If the employee is covered by health insurance the city will agree to reimburse the employee the employee's co-pay.

ARTICLE 27
PERSONAL TIME OFF (PTO) LEAVE

27.1 Leaves of absence.

(1) Purpose.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(2) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors can consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the city clinic stating:

- 1) The nature of illness or injury;
- 2) That the employee was incapacitated for work for the duration of his absence;
- 3) The employee is physically able to return to work and perform his duties;
- 4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the city clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, an activity head or department director may request the city nurse to verify the reason for absence.

(3) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(4) Accrual of time.

Employees covered by this agreement will be credited twenty (20) hours personal time off for each month of service. Hours of PTO leave will be available for immediate use as soon as accrual has been posted. Upon leaving the service of the city, if the employee has less than ten years of service, the PTO payout will be calculated at twenty-five percent (25%) of the employee's leave balance. After the employee reaches ten (10) or more years of service, the payout percentage will be calculated in accordance with the payout schedule on file in the office of the city clerk, as approved by city council.

(5) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid a percentage of their personal time off (PTO) leave based on their accumulation and years of service. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing. All leave paid to employees of the city shall be in accordance with the payout schedule, as approved by the city council and on file in the office of the city clerk. Such schedule may be modified from time to time upon approval by the city council by motion, resolution or ordinance.

**ARTICLE 28
LEAVE SHARING**

28.1 A leave sharing program is hereby established for all classified civil service and administrative professional, non-civil service appointed employees. The City Manager shall establish the procedure by which the Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

a. **Scope and Purpose**

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. **Eligibility**

The employee requesting donations of leave must have:

- ❖ worked for a minimum of six (6) months; and
- ❖ exhausted all earned leave.

c. **Leave Use**

Request for leave can be made for:

- ❖ the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
- ❖ the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

d. **Leave Donation Restrictions**

Employees can donate up to half the leave they have nine (9) months donated leave, donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and can not be used retroactively.

e. **Administration**

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Human Resources Department for verification of leave balance. This form will be forwarded to the Finance Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

f. **Tax Treatment**

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

**ARTICLE 29
FUNERAL LEAVE**

- 29.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the appropriate Assistant Chief or above.
- 29.2 At the time of a death of a member of the employee's immediate family, an employee may be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, "immediate family", as used in this section, shall mean an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

**ARTICLE 30
MILITARY LEAVE**

- 30.1 Military leave will be considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

a. **Extended Military Leave**

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in

accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Department of Human Resources within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count for longevity purposes and without loss of vacation leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to the first seventeen (17) working days at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.
 - (b) Continue all other employee benefits such as time accrual for purposes of annual, sick, and personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Effective July 1, 2010, Florida Statute 115.07 gives a maximum period of 240 hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of 240 hours are to be without pay.

- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to their Department Director at least two (2) weeks in advance.

ARTICLE 31 HOLIDAYS

- 31.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

January First (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Last Monday in May (Memorial Day)
July Fourth (Independence Day)
First Monday in September (Labor Day)
November Eleventh (Veterans' Day)
Fourth Thursday in November (Thanksgiving Day)
Day after Thanksgiving (Day after Thanksgiving Day)
December Twenty-Fifth (Christmas Day)

- 31.2 When any employee is required to work on a day observed as a holiday pursuant to Section 31.1, the employee shall be paid one and one-half the regular rate of pay for the time worked.
- 31.3 Employees required to work on a holiday shall receive an alternate day off, of the employee's choosing, as work schedule permits. This "alternate" day must be taken within twelve (12) months of the date it was granted. It cannot be carried over nor can the employee be compensated if the "alternate" holiday is not taken.
- 31.4 In addition to the above named fixed holidays, the City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and Department Director. The Department Director retains the right to adjust the schedule based on work requirements. The holiday must be taken as a whole day.

Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.

Anniversary Day.

- 31..5 Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e. 5, 10, 15, 20, etc.) The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.
- 31.6 If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.

ARTICLE 32
HOURS OF WORK AND OVERTIME PAYMENT

32.1 Purpose of Article

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Pensacola Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Chief, provided that contract requirements regarding notification and overtime will be met.

32.2 Work Period

The work period for police officers covered by this Agreement shall be a period of twenty – eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

32.3 Overtime Pay

- (a) **Overtime based on time worked in work period** -- Police officers covered by this Agreement shall be compensated at time and one-half for all hours worked in excess of one hundred sixty (160) hours in a work period except as otherwise provided in the Agreement. It is understood and agreed by the parties that any specific provisions of this Agreement providing for payment of overtime will supercede this Section 32.3 (a).
- (b) **Overtime for more than 16 hours of work per day** -- Double time shall be paid for all hours worked in excess of sixteen (16) hours in a continuous work shift.
- (c) **Special Overtime Pay** – Shall be overtime hours that are paid at 1 ½ times the normal rate of pay for wages and is not subject to being reduced by the number of hours worked in a pay cycle. Special Overtime pay will include overtime worked but shall exclude shift overage, court time, and hours worked for department sponsored activities or demonstrations (for which comp time is currently granted.)
- (d) **Compensatory Time** -- Police officers may accrue up to four hundred eighty (480) hours of compensatory time at the discretion of the Chief. Once this maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received.

32.4 Meal Periods

- (a) Employees on shifts will be provided a meal period when the workload permits.
- (b) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed thirty (30) continuous minutes when the workload permits.

32.5 Authorization for Overtime Required

No employee may authorize overtime for themselves but shall be entitled to receive overtime as

appropriately authorized by their supervisor.

32.6 Off Duty Call with Assigned Vehicle

Notwithstanding the provisions of Section 32.3 (a) when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred sixty (160) hours in the twenty-eight (28) day work period, in which case Section 32.3 (a) shall apply.

32.7 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.

32.8 Regular Hourly Rate of Pay for Overtime Calculations

For the purpose of calculating overtime, the regular hourly rate of pay is defined by FLSA.

32.9 When the Chief of Police mobilizes the department emergency operations procedures, per Pensacola Police Department General Order H-1, employees of the bargaining unit will be compensated at an overtime rate of pay for all hours mandated to work during the duration of their emergency operations schedule.

**ARTICLE 33
COMPENSATION FOR COURT RELATED MATTERS**

33.1 Duty Related Court Appearances

(a) Payment for Off-Duty Court Appearance

(1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney, Public Defender or Private Attorney, for pre-trial conference or deposition arising from duties performed as a Pensacola Police Officer, he/she will be compensated in the following manner:

(A) For all off-duty employees on regular day off or approved leave, a three (3) hour compensation will be credited for an appearance on any given calendar day, or actual time, whichever is greater.

(b) Payment for Court Appearance Before or After Duty

(1) Personnel who are attending court or other proceedings arising out of the course of their official duties, three (3) hours or less before their scheduled tour of duty, shall receive compensation for a minimum of three (3) hours or actual time, whichever is lesser.

(2) Personnel attending court or other proceedings after tour of duty shall be compensated a minimum of three (3) hours or actual time, whichever is greater.

(3) If there is no lapse between appearances, it shall be treated as one appearance.

ARTICLE 34
WAGES

34.1 Pay Range

The pay range for Police Officers shall be a minimum of \$32,011.20 and a maximum of \$60,073.20.

34.1.1 Annual Wage Re-opener

The parties agree that on or before July 1, of each year of this agreement the parties shall open negotiations for Article 34 with the exception of 34.3 and 34.7.

All other Articles of this agreement shall remain closed unless mutually agreed by both parties.

34.2 Senior Officer Pay Program

- 1) Members of the Police Officer's bargaining unit shall be eligible for senior officer premium pay of 5% of base salary, retroactive to October 1, 2009 through September 30, 2012. This premium pay shall be regarded as compensation for the computation of Police Pension and Medicare, no other benefits will be paid except as may be required by Federal or State Law. No other benefits will be paid (including the plans created by Chapter 9-6, Article I of the City Code). This pay will be utilized in the hourly overtime calculation rates.

To be entitled to this premium pay, Police Officers must have reached each of the following employment milestones of continuous service as a police officer with the City and completed the educational requirements as outlined below.

- a. 10 years of service and 200 hours of Law Enforcement related continuing education courses
 - b. 15 years of service and 120 hours of additional Law Enforcement related continuing education courses
 - c. 20 years of service and 120 hours of additional Law Enforcement related continuing education courses
- 2) Senior Officers shall be identified by the hash marks displayed on their long sleeve uniform shirt.

34.3 Annual Increment Adjustments.

Bargaining unit members shall receive an annual incremental adjustment in compensation. "Annual incremental adjustment" shall have the same meaning as "step" under the civil service act. An employee's annual incremental adjustment within his or her pay range will be five (5) percent, not to exceed the maximum of the range. If the maximum of the range will not allow a five (5) percent increase then the incremental adjustment will be the percentage required to meet the maximum of the range.

- (a) The annual incremental adjustment will occur on the employee's incremental anniversary date on which the employee has served one (1) year at the lower rate within that range.
- (b) The incremental anniversary date will be set by the date of entrance into that range.
- (c) When the maximum pay for a range is increased pursuant to Section 9-3-21(4), the incremental adjustment date for an employee who reached the maximum pay for the

range prior to the date of such increase shall be adjusted as follows:

1.If the last promotion or incremental adjustment occurred in the fiscal year prior to the increase pursuant to Section 9-3-21(4), then the employee's next incremental adjustment date will be one year following the date of the employee's last incremental adjustment.

2. If the last promotion or incremental adjustment did not occur in the fiscal year prior to the increase pursuant to Section 9-3-21(4), then the employee's incremental adjustment date will be October 1 of the increase.

- (d) The City Manager may, upon recommendation by the Chief of Police, withhold an employee's annual incremental adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.
- (e) Annual incremental adjustments shall not be made during any fiscal year for which the city council does not appropriate funds for such adjustments. Nor shall there be any accrual of service during such year for future annual incremental adjustments. Accruals of periods of service for the purpose of determining seniority, pension benefits or any other employment benefit determined by a period of service shall not be affected by the provisions of this subsection.

34.4 Starting Salary of New Police Officers.

New police officers normally will be employed at the minimum pay of the range. However, where higher beginning pay is required in order to be competitive in the recruitment process, an employee may be employed at a higher pay within the range, not to exceed the maximum of the range. Payment of a higher rate of pay within the range must be recommended by the Police Chief and approved by the Human Resources Director and the City Manager.

34.5 Promotions

A promotion in the classified service occurs when there is a change in an employee's title and the employee is elevated to a pay range for which the minimum pay is higher than the minimum pay in the range currently held. A promoted bargaining unit member will receive a ten (10) percent pay increase, not to exceed the maximum pay of the range. Provided that the maximum pay for the range is not exceeded, the City Manager may grant a pay increase over ten (10) percent upon the recommendation of the department director and Human Resources Director.

34.6 Demotions

A bargaining unit member demoted or reduced to a lower class shall be placed in the hourly rate held prior to the promotion, or shall receive a ten (10) percent reduction in salary, whichever wage provides the higher salary. Any other reduction in pay will be upon the recommendation of the director of human resources and approved by the City Manager. In any case the reduced salary is not to exceed the minimum or maximum of the class range.

34.7 Longevity Pay

Effective October 1, 2009, longevity shall cease. Employees receiving longevity as of October 1, 2009 shall have their current longevity pay included in their base pay. Each pay range maximum will be increased 10%.

34.8 Working-Out-Of-Classification

Bargaining unit members working temporarily in a higher class for more than fifteen (15) calendar days may be paid out-of-class differential pay. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when such vacancy has resulted from illness, an on-the-job injury or a job vacancy. Such differential pay shall begin only after the employee has performed the complete duties for fifteen (15) consecutive calendar days and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the fifteen (15) consecutive calendar day period has been completed. The fifteen (15) consecutive calendar days must be worked within the span of fifty-two (52) weeks from the first day of duties performed in the higher classification in order for the employee to be eligible for the differential pay. Out-of-class differential pay shall be the difference between the employee's regular wage and then to which the employee would initially be entitled should they be promoted to said higher class. Out-of-class differential shall be paid with the employee's regular compensation and subject to the same benefits as the regular compensation. Complete records of such out-of-class differential work shall be submitted to the Department of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. The Police Chief shall be responsible for judicious observance of this section.

34.9 Salary Incentive Pay, Shift Differential Pay, Specialized Duty Pay

The city manager is hereby authorized to pay the supplemental compensation as outlined in this section. These payments shall be made semi-monthly and shall be considered a nonsalaried supplement, and will not be utilized in the calculation of pensions, deferred compensation or other fringe benefits. The Police Chief shall be responsible for judicious observance of this section. No pay hereunder shall be granted unless approved by the City Manager after recommendation by the Human Resources Director.

- (1) To bargaining unit members assigned to work night shifts as designated by the City Manager an amount equal to a five (5) percent increase.
- (2) Police Officers assigned to the positions listed in this section shall receive an amount equal to a five (5) percent increase
 - a- Detective
 - b- FTO
 - c- K-9
 - d- V & N
 - e- Polygraph
 - f- OIC
 - g- Traffic Homicide
 - h- DARE (Effective 10/1/04)
 - i- SRO (Effective 10/1/05)

34.10 Canine Care.

Officers assigned to canine duty shall receive seven (7) hours per twenty-eight (28) day cycle of overtime pay. These seven (7) hours are for routine K9 maintenance only. Any additional hours spent on care will be compensated at the overtime rate of pay provided it is documented and approved by the Police Chief.

**ARTICLE 35
PENSIONS**

35.1 Pension Multiplier Increase

- A. The parties acknowledge that the City Council has previously taken action to increase the pension multiplier for members of the bargaining unit from 2% to 3% as of 1997. The intent of the provisions of this article is to provide an additional funding benefit for the members of the bargaining unit for prior years of service.
- B. The City of Pensacola will provide funding over an actuarially determined period of time to pay for prior service of members in the bargaining unit Police Officers' Retirement Fund for all police officers to attain a retroactive 3% pension.

**ARTICLE 36
RETIREMENT**

- 36.1 The Bargaining Unit will agree to form a committee with the City to explore the Florida Retirement System (FRS) for current officers and newly hired police officers.
- 36.2 Both parties acknowledge that the City has proposed that newly hired police officers enter FRS and that current officers have the option to enter FRS.

**ARTICLE 37
PROMOTIONS**

- 37.1 Promotions within the bargaining unit shall be governed by the City of Pensacola Civil Service Act and Personnel Rules and Regulations.

**ARTICLE 38
FOP ACTIVITIES**

- 38.1 The **Employer** will grant four hundred (400) hours annually for use as **F.O.P.** Pool Time. The total Pool Time may exceed four hundred (400) hours by employee contributions to this Pool.
- 38.2 This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at **F.O.P.** functions. Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The **F.O.P.** may rollover not more than a total of four hundred (400) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Police Chief for approval. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

**ARTICLE 39
BULLETIN BOARDS**

- 39.1 The **Employer** agrees to provide space for the **F.O.P.** to erect, at the **F.O.P.**'s expense, one glass enclosed bulletin board, not to exceed thirty-six (36) inches by thirty-six (36) inches, in close proximity to the patrol line-up room. The precise location of the bulletin board shall be approved by the Police Chief.
- 39.2 The bulletin board shall be used for posting **F.O.P.** notices, signed by the **F.O.P.** President or his

designee, but restricted to:

- A. Notices of **F.O.P.** meetings.
- B. Notices of **F.O.P.** elections and the results of such elections.
- C. Notices of **F.O.P.** recreational or social affairs.
- D. Notices of **F.O.P.** appointments.
- E. Minutes of **F.O.P.** meetings.
- F. Notices by public bodies.
- G. Reports of **F.O.P.** committees.
- H. Rulings and policies of the **F.O.P.**

- 39.3 All costs incidental to preparing and posting **F.O.P.** materials shall be borne by the **F.O.P.** The **F.O.P.** is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any manner of the **Employer**, its managers, officers, agents and employees, and prior to any material being posted, copies of all material shall be submitted to the Police Chief.
- 39.4 The **Employer** can remove any document not in compliance with Section 38.2.

ARTICLE 40 SPECIAL MEETINGS

- 40.1 The **Employer** and the **F.O.P.** agree to meet quarterly and confer on matters of mutual interest. An agenda shall be submitted prior to the meeting. Discussion shall be limited to matters set forth in the agenda or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. The **F.O.P.** shall have the right, at these special meetings to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**

ARTICLE 41 HURRICANE TRAVEL TEAM

- 41.1 When the team is deployed for a time period exceeding ten (10) days, a day off will be granted for each ten (10) day period deployed. This time shall be granted to the member upon completion of the team deployment.
- 41.2 When the team is deployed all rights and liabilities of each team member will be carried by the member's agency during time being deployed as if the member was working with the member's jurisdiction.

ARTICLE 42 PRINTING OF AGREEMENT

- 42.1 The City will furnish three (3) copies of this Agreement to the Union and will also make available electronically via the Internet and Intranet.

ARTICLE 43 ENTIRE AGREEMENT

- 43.1 This Agreement constitutes the entire agreement between the **Employer** and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by

the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at an agreement, which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.

- 43.2 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 44 SEVERABILITY

- 44.1 In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such decision, the **Employer** and the **F.O.P.** agree to immediately commence impact bargaining.

ARTICLE 45 TERM OF AGREEMENT

- 45.1 This agreement shall be in full force and effect from the date of ratification of this Agreement through September 30, 2012.
- 45.2 If proper notice has been given by either party pursuant to 1.1, but no new or successor agreement has been reached, then this Agreement will stay in effect until a new contract is ratified. Any items not listed on an itemized statement of desired changes will not be open to negotiation with respect to the new contract, except as outlined in Article 34.1.1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized

FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

Alvin G. Coby
City Manager

Paul Johns
Representative, Florida State FOP

Mary Ann Stalcup
Human Resources Director

William D. Wells
City Attorney

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS: _____

ATTACHMENT A

Schedule to be with EMPLOYEE BENEFITS Death Benefits

9-5-26 Death Benefits

- (a) *Death prior to ten (10) years of service.* If any Police Officer who is a participant in the Police Officers' retirement fund dies before having ten (10) years of service, the heirs, legatees, beneficiaries or personal representative of the deceased Police Officer shall be entitled to a refund of one hundred (100) percent, without interest, of the decedent Police Officer's contributions made through salary reductions pursuant to subsection 9-5-21(a)(2).
- (b) *Death after ten (10) years of service.* If any Police Officer who is a participant in the Police Officers' retirement fund and has ten (10) years or more of service dies before reaching and/or attaining his or her normal retirement date, his beneficiary shall be entitled to receive a monthly retirement benefit as provided in subsection 9-5-24(a)(ii) in the manner and extent provided in section 9-5-27.
- (c) *Death in line of duty.* If any Police Officer who is a participant in the Police Officers' retirement fund dies as a result of an injury received in the line of duty, his or her beneficiary shall be entitled to receive a monthly retirement benefit as provided in subsection 9-5-24(b) in the manner and extent provided in section 9-5-27.

(Ord. No. 15-97, § 1, 4-24-97; Ord. No. 41-99, § 7, 10-14-99)

9-5-27 Payments to beneficiary and alternative beneficiary.

In the event any payment under sections 9-3-23, 9-5-24, and subsections 9-5-26(b) and (c) are to be paid to the Police Officer's beneficiary, such payment shall be made as follows:

- (a) Each Police Officer may, on a form, provided for that purpose, signed and filed with the board of trustees, designate a choice of one or more persons, named sequentially or jointly, as his or her beneficiary (or beneficiaries) to receive the benefit, if any, which may be payable in the event of the Police Officer's death, and each designation may be revoked by such Police Officer by signing and filing with the board of trustees a new designation or beneficiary form. If a Police Officer designates more than one beneficiary the benefits paid shall be divided equally among beneficiaries so long as more than one beneficiary remains eligible for such payments.
- (b) If no beneficiary is named in the manner provided by subsection (a), or if no beneficiary designated by the member survives him or her, the death benefit, if any, which may be payable under the plan with respect to such deceased Police Officer shall be paid by the board of trustees to the estate of such deceased Police Officer, provided that in any of such cases the board of trustees, in its discretion, may direct that the commuted value of the remaining monthly income payments be paid in a lump sum. Any payment made to any person pursuant to this subsection shall operate as a complete discharge of all obligations under the plan with regard to such deceased Police Officer and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder.

- (c) If the police officer's spouse is the designated beneficiary, the surviving spouse's monthly benefit payment shall be for life. Provided, however, such benefit shall cease upon the remarriage of the surviving spouse except the surviving spouse of a police officer killed in the line of duty shall not lose survivor retirement benefits if the spouse remarries. The surviving spouse of a deceased police officer killed in the line of duty whose benefit terminated because of remarriage shall have the benefit reinstated as of July 1, 1994, at an amount that would have been payable had such benefit not been terminated. Effective October 1, 1999, if the police officer's spouse is the designated beneficiary and if the surviving spouse should remarry, the surviving spouse of the deceased member of the plan shall continue to be entitled to the pension benefit provided for herein. Notwithstanding this provision, unless otherwise required by law, if a surviving spouse should become a surviving spouse of more than one deceased member of the plan, the surviving spouse shall receive only the greater dependent benefit. Unless required by law, the surviving spouse shall not receive benefits from more than one (1) deceased member of the plan.
- (d) If a Police Officer dies before being eligible to retire, the heirs, legatees, beneficiaries or personal representatives of such deceased Police Officer shall be entitled to a refund of one hundred (100) percent, without interest, of the contributions made to the Police Officers' retirement fund by such deceased Police Officer or, in the event an annuity or life insurance contract has been purchased by the board on such Police Officer, then to the death benefits available under such life insurance or annuity contract, subject to the limitations on such death benefit set forth in section 185.061, Florida Statutes, whichever amount is greater.
- (e) If a Police Officer having at least ten (10) years of credited service dies prior to retirement, his or her beneficiary is entitled to the benefits otherwise payable to the Police Officer at early or normal retirement age.
- (f) If a Police Officer has designated his or her spouse as beneficiary and the Police Officer and spouse both die prior to the completion of one hundred twenty (120) monthly payments or (ii) a Police Officer dies and his or her spouse, who has been designated as beneficiary, remarries prior to the completion of one hundred twenty (120) monthly payments then:
 - (1) Such payments shall be made to the Police Officer's surviving children until the payments to the Police Officer, his or her spouse and children shall total one hundred twenty (120) payments. Provided, however, if a surviving child of the Police Officer is under the age of eighteen (18) at the time such payments total one hundred twenty (120), the payments, or portions received by such child shall continue until such child, attains age eighteen (18).
 - (2) If a Police Officer has no surviving children, payments shall be made to the beneficiary designated by the Police Officer from time to time in a written notice to the board until payments to the Police Officer, his or her spouse and designated beneficiary shall total one hundred twenty (120) payments.
- (g) No spouse or spouse predeceased. If a Police Officer has no spouse or his or her spouse does not survive him or her, payments shall be made to the surviving children of the Police Officer until the payments to the Police Officer and his or her children shall total one hundred twenty (120) payments unless the Police Officer has designated a beneficiary other than his or her spouse or children. Provided, however, if a surviving child of the Police Officer is under the age of eighteen (18) at the time such payments total one hundred twenty (120), the payments, or portions received by such child shall continue until such child attains age eighteen (18).

- (h) Payments shall be made to any other beneficiary designated by the Police Officer from time to time in a written notice to the board until the payments to the Police Officer and his or her designated beneficiary shall total one hundred twenty (120) payments.
- (i) Beneficiary designation. The written notice designating a beneficiary of a Police Officer shall be made in accordance with the rules and regulations promulgated by the board of trustees from time to time. In the event no beneficiary notice is given by a Police Officer or such beneficiary predeceases the Police Officer, the Police Officer's benefits shall be payable to the personal representative of the Police Officer's estate.
- (j) Alternate beneficiary. The Board of Trustees may refuse to make payment to any person who is, in its judgment, incapable for any reason of personally receiving and giving a valid receipt for such payment, and, unless and until claim shall have been made by a duly-appointed guardian, conservator or committee for such person, may make such payment, or any part thereto, to any other person, institution or agency then, in the judgment of the board, contributing toward or providing for the care and maintenance of such person; and to the extent of amounts so paid the board shall be completely discharged.
- (k) Payments to minors. In the event a distribution is to be made to a minor, the board may direct that such distribution be paid to the legal guardian, or if none, to a parent of such beneficiary or a responsible adult with whom the beneficiary maintains his residence, or to the custodian of such beneficiary under the Uniform Gift to Minors Act or, if such is permitted by the law of the state in which said beneficiary resides, such a payment to the legal guardian, custodian or parent of a minor beneficiary shall fully discharge the board from further liability on account thereof.

(Ord. No. 15-97, § 1, 4-24-97; Ord. No. 1-99, § 6, 1-14-99; Ord. No. 41-99, § 8, 10-14-99; Ord. No. 20-0, § 2, 4-27-00)

ATTACHMENT B

Disability benefits Code of the City of Pensacola, Section 9-5-24

- (a) A Police Officer having ten (10) or more years of credited service, or a Police Officer who becomes totally and permanently disabled in the line of duty, regardless of length of service, may retire from the service of the City under the plan if he or she becomes totally and permanently disabled as defined in subsection (b) by reason of any cause other than a cause set out in subsection (c) on or after the effective date of the plan. Such retirement shall herein be referred to as disability retirement.
- (b) A Police Officer will be considered totally disabled if, in the opinion of the Board of Trustees, he or she is wholly prevented from rendering useful and efficient service as a Police Officer; and a Police Officer will be considered permanently disabled if, in the opinion of the Board of Trustees, such Police Officer is likely to remain so disabled continuously and permanently from a cause other than as specified in subsection (c).
- (c) A Police Officer will not be entitled to receive any line of duty disability retirement income if the disability is a result of: the circumstances in paragraphs (3) or (5) or any disability retirement if the disability is the result of the circumstances described in paragraphs (1), (2), (4), or (6) to wit:
- (1) Excessive and habitual use by the Police Officer of drugs, alcohol or narcotics;
 - (2) Injury or disease sustained by the Police Officer while willfully and illegally participating in fights, riots, civil insurrections or while committing a crime;
 - (3) Injury or disease sustained by the Police Officer while serving in any armed forces;
 - (4) Injury or disease sustained by the Police Officer after employment has terminated;
 - (5) Injury or disease sustained by the Police Officer while working for anyone other than the City and arising out of such employment. If while so working the Police Officer commences the exercise of police powers and thence becomes disabled, the disability shall be deemed to be in the line of duty.
 - (6) Injury or disease from an intentionally self-inflicted injury.
- (d) No Police Officer shall be permitted to retire under the provisions of this section until examined by a duly qualified physician or surgeon, to be selected by the Board of Trustees for that purpose, and is found to be disabled in the degree and in the manner specified in this section. Any Police Officer retiring under this section may be examined periodically by a duly qualified physician or surgeon or board of physicians and surgeons to be selected by the Board of Trustees for that purpose, to determine if such disability has ceased to exist.
- (e) The benefit payable to a Police Officer who retires from the service of the City with a total and permanent disability as a result of a disability occurred in the line of duty, his or her monthly benefit shall be determined by the provisions of subsection 9-5-23(a)(ii) but shall not be less than forty-two (42) percent of his or her average monthly compensation as of the Police Officer's disability retirement date. If a Police Officer becomes totally and permanently disabled other than in the line of duty after ten (10) or more years of credited service, the Police Officer's monthly benefit shall be determined in accordance with subsection 9-5-23(a)(ii), but shall not be less than twenty-five (25) percent of his or her average monthly compensation as of the Police Officer's disability retirement date.
- (f) The monthly retirement income to which a Police Officer is entitled in the event of his or her disability

retirement shall be payable on the first day of the first month after the Board of Trustees determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determines such entitlement, and any portion due for a partial month shall be paid together with the first payment.

The last payment will be, if the Police Officer recovers from the disability, the payment due next preceding the date of such recovery or, if the Police Officer dies without recovering from his or her disability, the payment due next preceding death or the 120th monthly payment, whichever is later. In lieu of the benefit payment as provided in this subsection, a Police Officer may select an optional form as provided in F.S. § 185.161, subject to the approval of the Board of Trustees.

Any monthly retirement income payments due after the death of a disabled Police Officer shall be paid to the Police Officer's designated beneficiary (or beneficiaries) as provided in section 9-5-27.

- (g) If the board of trustees finds that a Police Officer who is receiving a disability retirement income is no longer disabled, as provided herein, the board of trustees shall direct that the disability retirement income be discontinued. "Recovery from disability," as used in this section, shall mean a Police Officer has reached maximum medical improvement as certified by a duly qualified physician or surgeon selected by the board and is able to render useful and efficient service as a Police Officer for the city or is capable of performing other employment with the city for remuneration equal to or greater than the compensation he or she last received as a Police Officer in the sole discretion of the board.
- (h) If the Police Officer recovers from disability and reenters the service of the city as a Police Officer, his or her service will be deemed to have been continuous, but the period beginning with the first month for which the Police Officer received a disability retirement income payment and ending with the date he or she reentered the service of the city may not be considered as credited service for the purposes of the plan.
- (i) Upon the termination of disability retirement benefits because of a recovery from disability, a Police Officer shall reenter the fund as a member provided he or she commences active employment with the police department of the city within thirty (30) calendar days of such benefit termination. The Police Officer's credited service earned prior to his or her disability shall be joined with all post-disability credited service for purposes of computing any other benefits under this fund. No credited service shall be given for the period of a Police Officer's disability.
- (j) If a Police Officer who recovers from a disability shall not return to active employment with the police department of the city, his or her membership in the fund shall cease on the day of the board's confirmation of a Police Officer's recovery from disability.
- (k) Cost of examinations. The cost of any medical examinations under this section shall be paid by the Police Officers' retirement fund.

(Ord. No. 15-97, § 1, 4-24-97; Ord. No. 41-99, § 4, 10-14-99)

Attachment C

Mission Statement

In our on-going quest to improve community relations and relations within the Pensacola Police Department, we have created the following Mission Statement, followed by our Vision and Core Values concepts:

MISSION STATEMENT

The Pensacola Police Department is committed to providing professional, efficient and courteous service to the public. Officers shall strive to improve the quality of life by enforcing laws in a fair and impartial manner while encouraging a spirit of cooperation and mutual trust with the public. Officers and support staff shall have respect for the dignity and rights of all people.

VISION

Employees of the Pensacola Police Department shall, at all times, maintain the highest standards of professional ethics and integrity. All employees shall share a commitment to the philosophy of police and community collaboration. Through community partnerships, we will work together to reduce crime and the fear of crime in order to improve the quality of life for all citizens. We will provide a well-trained workforce and provide fair and professional police service while striving for excellence in everything we do.

CORE VALUES

Courtesy

Pensacola Police Department employees shall be courteous in their encounters with the public.

Integrity

Pensacola Police Department employees shall maintain the highest level of integrity and accountability.

Professionalism

Pensacola Police Department employees shall maintain a workforce atmosphere symbolizing their commitment to the highest standards of professionalism.