

# **AGREEMENT**

**BETWEEN**

**THE CITY OF ST. PETERSBURG**

**AND**

**SUN COAST**

**POLICE BENEVOLENT ASSOCIATION**

**FOR**

**SERGEANTS AND LIEUTENANTS**



**St. Petersburg**  
**[www.stpete.org](http://www.stpete.org)**



**OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016**

**CITY OF ST. PETERSBURG AND PBA  
OFFICERS & TECHNICIANS  
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## **AGREEMENT**

In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by the City of St. Petersburg, a municipality in the State of Florida, hereinafter called the "Employer" or "City" and the Sun Coast Police Benevolent Association, Incorporated, hereinafter referred to as the PBA, Union, or bargaining unit.

## **PREAMBLE**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and employees, both individually and collectively, and the PBA and to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement.

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

## **SPECIAL NOTE:**

The personal pronouns he, his, and him used in this Agreement are to be interpreted to include both sexes. They are used merely for convenience purposes and are not to be considered as any adverse reflection on either sex.

## **ARTICLE 1**

### **RECOGNITION**

Section 1. The City of St. Petersburg hereby recognizes the Sun Coast Police Benevolent Association, Inc. as the exclusive bargaining agent for the purpose of good faith collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission on August 17, 2010, Certification number 134, comprised of all full-time employees (and excluding temporary employees) within the City of St. Petersburg Police Department employed in the classifications of:

Police Sergeant  
Police Lieutenant

All other employees in other ranks, positions, and classifications are excluded from this bargaining unit, unless the parties mutually agree to add a classification or classifications to the

Unit. If the parties are not able to agree, the matter shall be referred to the Public Employees Relations Commission (PERC) by either party through the unit clarification process.

Section 3. The Sun Coast Police Benevolent Association hereby recognizes the Mayor or his representative as the public employer's representative for the purpose of good faith collective bargaining.

Section 4. For the purpose of this Agreement, the terms "member," "bargaining unit employees," and "employees" shall be synonymous.

## **ARTICLE 2**

### **EMPLOYEE RIGHTS**

#### Section 1. Bill of Rights

Employees are entitled to any and all benefits and rights as described in Florida Statutes Sections 112.532 through 112.534, "Law Enforcement Officers' and Correctional Officers' Bill of Rights", and any and all benefits and rights that may be added to said Statutes during the term of this Agreement. Any allegations of a violation of these benefits or rights shall be subject to the remedies provided by Florida Statutes Sections 112.532 through 112.534.

Employees are also entitled to any and all benefits and rights as described in General Order II-10, Processing Complaints Against Personnel, Section IV, Receipt of Complaints (revised July, 2010). Should changes be made to the Florida Statutes or court decisions be made interpreting the Statutes, the Department may change the General Order to be in conformance. The Union will be notified if this section is modified.

#### Section 2. Department Personnel Records

Each employee covered by this Agreement shall have the right to inspect and make copies of his Department Personnel Record or any record directly related to said employee, provided the records are not confidential. (Note: An employee's own medical records are not confidential to him and may be viewed by him and copied upon request.) There shall be a copying charge per file of fifteen cents (\$.15) per page. No more than one (1) personnel record will be reviewed at any one time.

#### Section 3. Refutation

The City agrees that an employee shall have the right to include in his official or Department personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

Section 4.     Residency

Residency requirements for employees covered by this Agreement shall be within a sixty (60) mile radius or two (2) hours driving time of Police Headquarters.

Section 5.     Miscellaneous

- A.     Polygraph examinations shall be administered in accordance with applicable law.
- B.     Employees have the right to record their own Internal Affairs investigation interview if they choose.

**ARTICLE 3**

**MANAGEMENT RIGHTS**

Section 1.     The PBA recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City.

Except for management rights specifically compromised by the provisions of this Agreement, management officials of the City retain their rights in accordance with the provisions of the Personnel Management System, and the laws of this municipality and state. These rights include, but are not limited to, the following:

- A.     To determine the organization of City government.
- B.     To determine the purpose of each of its constituent agencies.
- C.     To exercise control and discretion over the organization and efficiency of operations of the City.
- D.     To set standards for services to be offered to the public.
- E.     To manage and direct the employees of the City.
- F.     To hire, examine, classify, promote, train, transfer, assign, schedule, and retain employees in positions with the City.
- G.     To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H.     To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons.

- I. To determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work. The City agrees to meet and confer with PBA representatives at least thirty (30) days prior to assigning civilians to do work currently being performed by Police Officers filling positions authorized by the Budget Department for that rank.
- J. To determine the number of employees to be employed by the City.
- K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- M. To establish, implement, and maintain an effective Internal Security Procedure.
- N. To add, change, modify, or delete any rule, regulation, or policy.

Section 2. The City Council has the sole authority to determine the purpose and mission of the City Council and the amount of the budget to be adopted by the City Council.

Section 3. If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

## **ARTICLE 4**

### **PROHIBITION OF STRIKES**

#### Section 1. Strike Definition

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City of St. Petersburg, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment. "Strike" also means participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer, including the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 2.     Strikes Prohibited

Employees covered by this Agreement, the PBA, its officers, agents, and representatives, agree that Florida Statutes Section 447.505 prohibits them individually or collectively as public employees or the PBA from participation in a strike against the City of St. Petersburg, the Employer, by instigating or supporting in any manner, a strike. It is further agreed that employees covered by this Agreement will not support strike actions that may be initiated by other unions by refusing to cross strike lines or picket lines that may be established by such unions. Any violation of this section shall subject the violator(s) to the penalties as provided by law and the rules and regulations of the Employer.

Section 3.     Affirmation

Employees covered by this Agreement and the PBA, its officers, agents, and representatives agree that they will not engage in any "strike" activities against the City of St. Petersburg, the Employer.

Section 4.     Penalties

Any employee covered by this Agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 1 and 2 of this Article, or other similar form of interference with the operations or functions of the Employer shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any strike activities, or other interruptions of work.

Any employee discharged in accordance with this Article or applicable provisions of Florida Statutes Chapter 447 shall, if appointed, reappointed, employed or re-employed by the City, serve a six (6)-month probationary period following the reappointment or re-employment, and the compensation may in no event exceed that received immediately prior to the time of the violation, and the compensation may not be increased for one (1) year.

**ARTICLE 5**

**NON-DISCRIMINATION**

Section 1.     The Employer and the PBA agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, PBA membership, or legitimate PBA activity. The parties agree, however, a grievance based upon allegations of a violation of federal or state employment laws, such as the Fair Labor Standards Act, the Family and Medical Leave Act, Title VII, 42 U.S.C. §1983, Florida Statutes Chapter 760, the Americans With Disabilities Act, and the Consolidated Omnibus Budget Reconciliation Act, cannot be filed under the grievance procedure contained within this contract. Rather, the employee or Union, whichever is applicable, shall be directed to the process established by the Mayor for the investigation of allegations of illegal discrimination, sexual harassment, or other forms of inappropriate behavior. In addition to the Mayor's internal process, procedures established by

the Police Department are available, and/or the employee or Union may seek assistance from the U.S. Department of Labor, the U.S. Equal Employment Opportunity Commission, or other appropriate state or federal agency.

Section 2. The PBA, as the certified bargaining agent of the employees covered by this Agreement, hereby pledges that it will accept members to its organization without regard to race, color, national origin, religion, gender, marital status, age, disability, or sexual orientation.

## **ARTICLE 6**

### **CHECKOFF**

Section 1. Employees participating in the current dues, dental, health insurance, AFLAC, and/or uniform assessment payroll deduction program, may continue to do so as long as the PBA remains the certified bargaining agent for employees in this bargaining unit.

Section 2. Employees covered by this Agreement may authorize, on the prescribed form at the end of this Article, the deduction of PBA dues, the approved PBA dental or health insurance plan, and/or AFLAC premiums if applicable. These forms may be duplicated by the employees or Union for this purpose. Any Union uniform assessments will be certified in writing to the Employer by the PBA thirty (30) days prior to implementation date.

Section 3. Payroll dues, AFLAC, and/or dental or health insurance authorizations are revocable at the employee's request upon thirty (30) days written notice to the Employer and the PBA. When an employee stops payroll dues deduction, dental or health insurance, uniform assessments, and any other Union payroll deductions shall also be stopped.

Section 4. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

Section 5. The PBA agrees to pay the Employer a reasonable fee for the service of dues, dental, health insurance, AFLAC, and/or uniform assessments deductions. The fee for total deductions, dues, dental, health insurance, AFLAC, and/or uniform assessments shall be twenty-five dollars (\$25.00) per month. The deduction for services for the fiscal year, excluding the fee for changes referenced in Section 9 of this Article, shall be deducted from the October payment of dues, dental or health insurance, AFLAC, and/or uniform assessments to the PBA.

Section 6. PBA dues, dental, health insurance, AFLAC, and/or uniform assessments shall be deducted each applicable pay period and the funds deducted shall be remitted to the PBA account by automatic deposit (wire transfer) the first workday after deduction unless an emergency (machine breakdown, etc.) prevents the meeting of this time frame. Should the PBA's account number change, the City must have at least fifteen (15) calendar days notice in order to be able to provide automatic deposit within the time frame specified.

Section 7. In any pay period in which there is insufficient pay to cover all other duly authorized deductions, dues, dental, health insurance, AFLAC, and/or uniform assessments will not be deducted from an employee's pay.

Section 8. The Treasurer of the PBA shall submit a written request stating in dollars and cents the new amount of PBA dues, dental, health insurance, AFLAC, and/or uniform assessments to be deducted from the wages of members who have authorized or been assessed such deductions. This request shall be submitted in advance of the effective date of any changes.

Section 9. The PBA agrees to pay the Employer a reasonable fee for any change in membership dues structure, dental, health insurance, AFLAC, and/or uniform assessment structure at the rate of twenty-five dollars (\$25.00). A check to cover this fee shall accompany any letter of change notice.

Section 10. The PBA will indemnify, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by payroll deduction of Union dues, dental, health insurance, and/or uniform assessments. The PBA agrees that in case of error, proper adjustment, if any, will be made by the PBA with the affected employees.

## **ARTICLE 7**

### **PBA REPRESENTATION**

Section 1. PBA Representation During Collective Bargaining Negotiations

- A. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The PBA will furnish the Labor Relations Office with a written list of the PBA's bargaining team at the first bargaining meeting, and substitution changes thereto, if necessary.
- B. The Employer shall recognize PBA representatives for the purpose of collective bargaining as authorized by the President of the PBA as reflected on the submission listed per Section 1(A) of this Article.
- C. The Department will make every effort to release recognized PBA representatives, who are Police Department employees, to participate in collective bargaining negotiation sessions as representatives of the PBA.
- D. PBA collective bargaining team members will be authorized to use PBA Business time as outlined in Article 8. In addition, employees participating in the collective bargaining process at the request of the Union may also be authorized by the Union to use PBA Business time. This includes preparation for bargaining, negotiations sessions, Special Master hearings, and other related meetings.

Section 2. PBA Representation During The Term Of The Contract

- A. The names of all PBA representatives shall be given in writing to the Labor Relations Office as well as any change in such list prior to the effective date of their assuming duties of representation.
- B. The Employer shall recognize three (3) PBA representatives and one (1) alternate, as authorized by the President of the PBA or his designee for the conduct of Labor-Management relations between the Employer or Police Department and the PBA for this bargaining unit as reflected on the submission listed per Section 2 (A) of this Article.
- C. Recognized PBA representatives, who are employees of the St. Petersburg Police Department, will be permitted to discuss PBA business with employees during their duty hours provided that such discussions shall in no way interrupt, delay, or otherwise interfere with effective and proper service to the community. The PBA agrees that this privilege shall not be abused.
- D. Recognized PBA representatives, who are employees of the St. Petersburg Police Department, shall be allowed to communicate official PBA Business to employees prior to being checked on duty and after the employees have been checked off duty at the end of their work shifts. City work hours shall not be used by employees or PBA representatives for conducting Union meetings or the promotion of Union affairs with the one exception noted in Section 2(C) of this Article.
- E. Recognized PBA representatives, who are not employees of the St. Petersburg Police Department, will be granted access to Department work areas during working hours to carry out the functions which come within the scope of their responsibilities on matters relating to this Agreement.
- F. Employees shall have the right to PBA representation if the employee desires to meet and consult with any supervisory or managerial official to discuss matters that may involve employee discipline, via the appropriate Chain of Command.
- G. Copies of special orders, general orders, or training bulletins affecting employees covered by this Agreement shall be provided to the PBA when issued.
- H. Solicitation of any and all kinds by the PBA not previously approved by the Police Chief or his designee including solicitation of membership and the collection of PBA monies, shall not be engaged in during working hours.

## **ARTICLE 8**

### **PBA BUSINESS**

Section 1. PBA representatives who are employees of the St. Petersburg Police Department and recognized by the Employer as such may be granted time off, up to a maximum of three (3) employees in any one instance, by Department management to conduct business in connection with the PBA and to attend city, county, or state public hearings or meetings; Civic Association meetings; or fund raising activities for registered (IRS) charitable organizations. Employees and representatives performing any of the activities provided for elsewhere in this Agreement that provides time off without loss of pay will be compensated in accordance with the provisions of this Article. Attendance at any PBA business activities outside of an employee's regular scheduled working hours shall not be deemed as time worked and will not be covered by PBA Business leave hours.

Section 2. Time off from duty will be without loss of straight time pay in accordance with the following provisions:

- A. A written request for the use of PBA Business time shall be submitted through the Chain Of Command to the appropriate Assistant Police Chief at least seventy-two (72) hours in advance of the time off, or verbal permission may be obtained from the Watch Commander in the case of unforeseen emergencies and the request submitted to the Assistant Chief the next business day.
- B. Requests shall be submitted using the PBA Business Time Leave Request Form providing the time and date requested to be absent from duty and briefly describing the purpose for the leave. A copy of the form is contained at the end of this Article.
- C. Sufficient manpower is available on his regular shift to properly staff the department/unit during the absence of the employee or PBA representatives as determined by the appropriate Assistant Chief.
- D. Written approval by the appropriate Assistant Chief in advance of the use of PBA Business time, except in emergencies as provided in Section 2(A) of this Article.
- E. The Assistant Chief or Watch Commander shall, prior to approval, take into account staffing problems, emergency situations, overtime obligations and other leave for PBA Business which conflicts with vacation time schedules.

Section 3. The Department retains the right to restrict time off for PBA Business when an emergency condition exists and such time off from work assignment would create a danger to public safety.

Section 4. The Department will allow two hundred twenty-five (225) hours of paid time per fiscal year to be donated to the PBA Business time account. Use of these hours and all hours

donated by members of the bargaining unit as described in Section 5 of this Article shall be used exclusively by PBA representatives and employees for the purposes described in Section 1 of this Article.

Section 5. Employees covered by this Agreement may donate a minimum of two (2) hours of their annual leave (vacation) or holiday time toward a PBA Business time account. Donations to the St. Petersburg PBA Business time account can be processed anytime during the term of this Agreement using the form included at the end of this Article, which must be submitted to the Department Fiscal Office. Donated hours must be credited and available in the account prior to any request for use. In no case will a negative balance be permitted.

Section 6. Charges against the PBA Business time account, as provided in this Article, shall only be made when approved by the President of the PBA or his designee prior to the employee or PBA representatives utilizing requested PBA Business time.

Section 7. For the purposes of this Article, annual leave time schedules have priority over requests for the use of the PBA Business time.

Section 8. Unused time in the PBA Business time account will be carried into the next fiscal year.

Section 9. City Council Agenda

The PBA President shall be provided with advance copies of the printed City Council agenda, and City Council subcommittee meeting agendas when available in advance, at no cost to the PBA. In addition, if the PBA is interested in particular back-up material, the Clerk's office will provide a copy at no cost and in a timely manner.

Section 10. Bulletin Boards

The presently existing bulletin boards authorized for PBA use may be used for posting official PBA business notices. Authorized bulletin boards shall number a minimum of four (4), but shall not exceed six (6) and shall be the same size as the existing boards. All notices posted shall be signed by the president of the PBA, or the Executive Director, who shall be personally accountable for the contents. Duplicate copies of all notices posted shall be submitted to the Police Chief for his file prior to posting. All costs incidental to preparing and posting of PBA materials shall be borne by the PBA. The PBA is responsible for posting and removing material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

Section 11. City-PBA Consultation

The City and PBA mutually agree that either party may request a consultation meeting, with said request being made in writing. Times, dates, and places for the meeting shall be arranged by mutual consent. The party requesting the consultation shall advise the other party of the topic or topics for discussion. Consultation meetings shall not be used for negotiation purposes, but shall provide for a free flow of information and ideas of possible future changes of working conditions. Meetings may also be used for either party to advance its views on

interpretation of matters covered by this Agreement where a conflict in interpretation may exist. Each party shall be responsible for those people attending the meetings. PBA representatives who are also Police Department employees shall be limited to no more than four (4) persons at any one meeting. There will be no limitations for attendance placed on PBA representatives who are not Police Department employees. Nothing contained in this section shall prohibit the PBA from utilizing the grievance procedure as set forth in Article 9 of this Agreement as final resolution to conflicts involving the interpretation or application of this Agreement.

#### Section 12. Other Administrative or Legal Procedures and Hearings

On occasion, employees covered by this bargaining unit are subpoenaed to attend a deposition or court hearing with said subpoena being issued at the request of the PBA or PBA attorney. The City agrees it will provide up to four (4) of these employees with pay for hours which coincide with their normally scheduled hours of work, resulting in a "no loss of pay" situation. It is agreed that employees shall not receive pay from the City for attendance outside of the employees' normally scheduled work hours. If more than four (4) employees are subpoenaed at the request of the PBA, then the four (4) employees so designated by the PBA shall be covered by this provision. All other employees shall either use annual leave or be placed in a leave without pay status for any work hours spent at such proceedings. Arrangements to attend must be made so as not to disrupt service to the community.

This provision does not apply to other absences from work for other purposes addressed elsewhere in this Agreement.

#### Section 13. Contract Modification

Provisions of this contract may be clarified, amended or modified upon the written consent of the duly authorized representatives of the City and the PBA. No ratification by the legislative body or represented employees shall be required on said clarification, amendment, or modification.

#### Section 14. Printing the Agreement

The Employer agrees to make available ten (10) copies of this Agreement to the PBA within forty-five (45) days after final ratification by City Council and signature by the parties of the ratification page of the contract. An electronic copy of the Agreement shall be made available on the City's Intranet.

DONATION TO PBA BUSINESS TIME ACCOUNT

I, \_\_\_\_\_ hereby authorize the  
(print name)  
CITY OF ST. PETERSBURG to deduct \_\_\_\_\_ hours (minimum of two) from my  
account checked below:

HOLIDAY

ANNUAL LEAVE

The time deducted above is to be transferred to the PBA Business time account for use in  
accordance with Article 8 of this Agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PAYROLL#

\_\_\_\_\_  
DEPT. DIVISION-ACTIVITY

## PBA BUSINESS TIME LEAVE REQUEST

I, \_\_\_\_\_, payroll # \_\_\_\_\_, a PBA member, request to be absent from duty on the date and time listed below for the purpose of PBA Business. I understand this request is to be made at least 72 hours in advance of the time off, except in an emergency situation.

Date of requested absence: \_\_\_\_\_ Time: from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Check type of Union Business being attended and provide explanation below:

<u>Type of PBA Business</u>	<u>Pay Code</u>	<u>Explanation</u>
<input type="checkbox"/> Representative at IA interview	081	
<input type="checkbox"/> Representative at grievance, arbitration, Chain of Command Board, or Complaint Review Board	081	
<input type="checkbox"/> Representative at employee-initiated meetings with management	081	
<input type="checkbox"/> Grievant	081	
<input type="checkbox"/> Witness (up to 4 employees)	081	
<input type="checkbox"/> Consultations	081	
<input type="checkbox"/> Preparations for Bargaining	080	
<input type="checkbox"/> Negotiation Sessions	081	
<input type="checkbox"/> Impasse and Special Master Hearings	080	
<input type="checkbox"/> Onsite Department approved information sessions (include readoff, contract ratification, etc.)	081	
<input type="checkbox"/> Solicitation previously or not previously approved	080	
<input type="checkbox"/> City, County, or State public meetings, civic association meetings, fund raising	080	
<input type="checkbox"/> PBA Meetings	080	
<input type="checkbox"/> Other not listed above		

080 - Union Business, non-sweat hours

081 - Union Business, sweat hours

Signatures:

Employee/PBA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

PBA President or designee: \_\_\_\_\_ Date: \_\_\_\_\_

Watch Commander: \_\_\_\_\_ Date: \_\_\_\_\_

(If less than 72 hours notice)

Chain of Command: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

cc: Police Fiscal Services, Labor Relations, PBA

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### Section 1. General

- A. The purpose of this Article is to establish a procedure for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between Employer and employee, or group of employees, involving the interpretation or application of this Agreement. A classified employee shall have the option of utilizing the City Grievance and Appeal Procedure, as written in the Rules and Regulations of the Personnel Management System, or the grievance procedure established under this Article, but such employee cannot use both.
- B. An employee who has a grievance which is outside the purview of this Agreement shall utilize the City Grievance and Appeal Procedure, if applicable.
- C. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this section shall be construed to prevent any employee from presenting at any time, his own grievances, and having such grievances adjusted without the intervention of the PBA, provided the adjustment is consistent with the terms of the Agreement currently in effect. However, the PBA may at its own discretion choose not to represent an employee pursuing a grievance who is not paying dues to the PBA or whose grievance in the opinion of the PBA is without merit.

The PBA shall not be held responsible for and shall be held harmless from any liability which may arise out of any adjustment or lack thereof, for any grievance or arbitration which was processed without the employee being specifically represented by a recognized PBA representative.

A grievance may be submitted by the PBA, as the exclusive representative of employees covered by this Agreement, as a class grievance, which is defined as a grievance which is non-disciplinary and affects more than one employee regarding the same subject. The PBA President or Executive Director shall sign the class grievance on behalf of the members of the bargaining unit. A PBA class grievance shall be initially submitted at Step 2 (Labor Relations Office) within twenty (20) calendar days from the date of occurrence or awareness of the occurrence.

The Employer may submit a grievance which will be filed with the PBA President at Step 2 within twenty (20) calendar days from the date of occurrence or awareness of the occurrence.

- D. Grievances arising from the interpretation of contract provisions shall be submitted at Step 2 within twenty (20) calendar days after the occurrence of the matter from which the grievance arose. If any grievance whether class, disciplinary, or contract interpretation is not submitted within the time limits as

prescribed for every step, it shall be considered untimely and deemed void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee to advance the grievance to the next step. The time limits prescribed herein may be extended if agreed by both management and the Union.

- E. Disciplinary grievances that resulted from an Assistant Chief Chain of Command Board shall be submitted at Step 1 within twenty (20) calendar days of the decision.

Disciplinary grievances that resulted from a Chain of Command Board shall be submitted at Step 2 within twenty (20) calendar days of the decision. If discipline from the Chain of Command Board followed allegations initiated by an individual or individuals outside of the Police Department, the aggrieved employee may also request a Complaint Review Board, before filing a Step 2 grievance, within twenty (20) calendar days of the Chain of Command Board's decision. After the decision is rendered by the Complaint Review Board, the aggrieved employee may submit the Step 2 grievance within twenty (20) calendar days of the Board's decision.

The filing requirements and deadlines in Steps 1 and 2 for written grievances and answers shall not preclude the aggrieved employee, the PBA if applicable, and appropriate management representatives from verbally discussing and resolving the grievance. Discussions up through Step 2 shall not cause the aggrieved employee and the PBA representative to suffer any loss of pay and shall normally be held during regular working hours. It is agreed that grievance resolution activities performed outside of the employees' normal work schedules shall not be counted as time worked.

- F. In advancing grievances in Steps 1 and 2, the employee and/or the PBA representative, if applicable, may call a reasonable number of witnesses to offer testimony from direct knowledge only. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses at Step 1 and Step 2 hearings, and shall be excused to testify during working hours provided such absence from their place of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community. Time spent during off-duty hours attending or testifying on behalf of a grievant through Step 2 of this process shall not be counted as time worked consistent with Article 8, Section 12 of this Agreement.

The City agrees it will provide up to four (4) employees covered by this bargaining unit who are subpoenaed by the grievant and/or the PBA to appear at an arbitration with pay for hours which coincide with their normally scheduled hours of work, resulting in a "no loss of pay" situation. Employees shall not receive pay for attendance that falls outside of their normally scheduled work hours. If more than four (4) employees are subpoenaed, then the four (4) employees so designated by the grievant or PBA, whichever is applicable, shall be

covered by this provision. All other employees shall either use annual leave or be placed in a leave without pay status for any work hours spent at such proceedings. Arrangements to attend must be made so as not to disrupt service to the community. Employees subpoenaed by the City to testify on behalf of the City will be placed on duty for attendance that falls outside of their normally scheduled work hours.

- G. The PBA representative shall be allowed reasonable time off without loss of pay during his regular shift hours for investigating, presenting, and appealing grievances up to and including Step 2 of this procedure. The representative shall not receive pay for attendance that falls outside of his normally scheduled work hours. The performance of this function by the PBA representative shall in no way interrupt the normal functioning of the Department.

The PBA agrees to guard against the use of excessive time for such activities which are authorized by this Agreement. The PBA representative will provide advance notice to supervision to allow planning arrangements to enable the representative time for investigative activity. When a PBA representative desires to contact an employee who has a complaint, the representative shall first obtain verbal permission from his own supervisor. If permission must be denied at that particular time, the PBA representative will be informed of the reason for the denial and when he can reasonably expect to contact the aggrieved employee. In the event permission is denied, the time periods in Sections C, D, and E of this Article will be extended accordingly. The PBA representative will notify his supervisor upon his return to work.

- H. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

## Section 2. Grievance Procedure

Step 1 The aggrieved employee may, with or without PBA representation, submit a written grievance on the prescribed form to the Office of the Police Chief within twenty (20) calendar days after the occurrence of the matter from which the grievance arose. It is understood that in all discipline cases, "occurrence" is the date that Police Fiscal Services forwards the fully signed Employee Notice to the employee.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.

2. The article and section, if appropriate, of the Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. Signature of aggrieved employee and PBA representative, if applicable. If the employee is represented by the PBA, no employee signature is necessary for grievances that advance to the next step after the conclusion of the previous Step.
5. Date submitted.

Grievances submitted which do not contain the above information shall be considered void and shall be returned to the employee or the PBA if it is representing the employee. The employee/grievant or the PBA shall have five (5) additional calendar days to fully complete and resubmit the grievance.

The Police Chief or his designee, within fifteen (15) calendar days of receipt of the grievance, shall meet with the grievant and/or the PBA representative, if applicable, to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the Police Chief or his designee shall give his answer in writing to the grievant and the PBA representative as the case may be.

The written response at this step and all steps thereafter shall contain the following information:

1. An affirmation or denial of the facts upon which the grievance is based.
2. An analysis of the alleged violation of the Agreement.
3. The remedy or solution, if any, to be made.
4. Signature of the appropriate management representative.

Step 2 If the grievance is not resolved at Step 1, the aggrieved employee may submit a written appeal to the Labor Relations Office within fifteen (15) calendar days after receipt of the Police Chief or his designee's written response. If Step 2 is the appropriate level to file the original grievance, the aggrieved employee may, with or without PBA representation, submit a written grievance on the prescribed form to the Labor Relations Office within twenty (20) calendar days after the occurrence of the matter from which the grievance arose. The grievance form must be signed by the aggrieved employee and PBA representative. The Labor Relations Manager or his designee, if deemed appropriate, shall meet with the aggrieved employee, Department management, and PBA representatives, if applicable, within fifteen (15) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fifteen (15) calendar days after this meeting, the Labor Relations Manager or his designee shall give his written response to the grievant and the PBA representative, if applicable, as well as to the Police Chief or his

designee. In the event the PBA representative, or the employee if he is not represented by the PBA, and the Labor Relations Manager or his designee mutually agree to waive Step 2, the PBA or aggrieved employee may proceed directly to arbitration as described in Article 10 of this Agreement.



**PBA GRIEVANCE**  
**City of St. Petersburg**

Grievance No. \_\_\_\_\_

**RESPONSE**

This form is to be used by the Police Chief/Designee and Labor Relations to respond to Step 1 and Step 2 PBA Grievances.

TO: \_\_\_\_\_  
EMPLOYEE/GRIEVANT OR PBA REPRESENTATIVE

FROM: \_\_\_\_\_  
POLICE CHIEF/DESIGNEE OR LABOR RELATIONS

Date Grievance Filed: \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

\_\_\_\_\_  
HEARING OFFICER'S SIGNATURE  
(Police Chief/Designee or Labor Relations)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE RESPONSE WAS GIVEN TO EMPLOYEE

DISTRIBUTION: Original - Labor Relations

Copies - Department, Employee, Union

## **ARTICLE 10**

### **ARBITRATION**

#### **Section 1. Arbitration Appeal**

- A. If an employee grievance is not resolved at Step 2, the aggrieved employee or the PBA may, within fifteen (15) calendar days after receipt of the Step 2 response, submit a request for arbitration to the Labor Relations Office.
- B. In non-disciplinary grievances, either the PBA or the Employer may request to take the issue or grievance directly to arbitration by submitting the request for arbitration to the Labor Relations Office.
- C. If the parties fail to mutually agree upon an arbitrator within five (5) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested and paid for by the moving party from the Federal Mediation and Conciliation Service (FMCS). Within fifteen (15) calendar days after receipt of the list, the parties shall meet and alternately strike names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall strike first. Each party has the right to reject one (1) list. The party rejecting the list shall be responsible for paying for and obtaining the next list and the above described procedures will be followed for selection from the list. If the selected arbitrator is not available for a hearing within ninety (90) days of the date the arbitrator was selected, another list may be requested by the Labor Relations Office, which will pay the fee for that particular list.

If the grievant is not represented by the Union, the list of arbitrators shall be requested from the American Arbitration Association with the moving party paying whatever fees may be charged. Once a list has been obtained, the procedures detailed above shall be used for selecting an arbitrator.

- D. The hearing on the grievance shall be informal and the rules of evidence shall not apply; however, to assure an orderly hearing, the rules of judicial procedure should be followed as closely as possible.

#### **Section 2. General Provisions**

- A. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.
- B. The decision of the arbitrator made within the scope of his authority, as outlined in Section 2(A) of this Article, shall be final and binding upon the aggrieved employee or the PBA and the Employer but neither party waives its rights under state law.

- C. The arbitrator's fee and expenses shall be borne by the losing party. In the event that the arbitrator makes any change in the award (meaning the arbitrator does not fully uphold the position of either party), the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

In the event a scheduled hearing is rescheduled or canceled and fees are due to the arbitrator, the party rescheduling or canceling the hearing is responsible to pay the costs. If both parties mutually make the decision to reschedule or cancel the hearing, the fees due to the arbitrator shall be split equally by the parties.

- D. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party producing such participants and witnesses, except as otherwise specified in Article 9, Section 1(F) of this Agreement.
- E. The arbitrator shall be requested to render his decision as quickly as possible, but in any event, no later than sixty (60) calendar days after the hearing or after receipt of the post-hearing briefs. When post-hearing briefs are to be submitted and one of the parties orders a transcript of the hearing prior to preparing its brief, that party shall notify the other party and the arbitrator as to when it has received the transcript. Both parties shall have twenty (20) calendar days following notification of receipt of the transcript to prepare and mail their briefs to the arbitrator, unless both parties agree to some other deadline.
- F. For grievances that include a monetary claim against the Employer, the arbitrator shall not award the accrual of back pay and/or benefits that are more than thirty one (31) calendar days prior to the date the employee filed the written grievance.
- G. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) calendar days after receipt of the arbitrator's award.
- H. Either party to this Agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.

## **ARTICLE 11**

### **ILLNESS LEAVE**

#### **Section 1. Accrual Rate**

- A. Employees covered by this Agreement shall accrue four (4) hours of illness leave for each eighty (80) regularly scheduled work hours on active pay status with a maximum accrual of fifteen hundred (1,500) hours.
- B. Employees with personal leave balances remaining from the 2008 excess illness leave conversion shall continue to have their personal leave hours scheduled and authorized in accordance with the provisions for annual leave.
- C. Personal leave hours shall not be considered work time.
- D. Personal leave hours shall not be donated or transferred to other employees or as donations to Union Pool Time.

- E. Unused personal leave hours shall not be paid out upon separation from employment.

Section 2. Use

Illness leave shall be charged by the actual hours and tenths of hours used. An employee shall not be entitled to apply any illness hours in excess of the amount of such leave accumulated to his credit.

Section 3. Purpose

The purpose of the illness leave program is to provide employees with base salary during temporary periods of illness or injury in which they are medically incapacitated and unable to perform their job assignments.

Section 4. Approvals

Upon receiving proper notification from an employee requesting permission to be absent from work for medical reasons, the Police Chief or his designee shall evaluate the available information and determine to his satisfaction that the employee is actually too ill or injured to be expected to work. Based upon the circumstances of the case and prior to receiving the employee's physician's report, tentative approval may be granted to the employee to be absent for medical reasons pending further investigation including, but not limited to, personal observation of the employee by a supervisor, or a medical evaluation by a doctor designated and compensated by the City. The Police Chief or his designee may send home an employee who is too ill or injured to work or would cause an unhealthy working condition if he came in contact with other employees.

Section 5. Notification

- A. An employee medically incapacitated to the extent that he is unable to work shall personally notify his supervisor or other approved Department representative at such time before the scheduled reporting time as designated by the Department, giving the reason for the requested illness leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify, and can substantiate this to the satisfaction of Department management, illness leave may be authorized by the Police Chief or his designee.
- B. Employees shall follow proper notification and absence request procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Police Chief or his designee. Failure to properly report absences may cause an employee to be charged with leave of absence without permission and may result in disciplinary action.
- C. Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act of 1993 (FMLA). If the illness leave is covered by this Act, it

will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. The year is defined by the City as a "rolling" twelve-month period which is the twelve (12) months preceding the current FMLA event. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by workers' compensation.

Section 6. Physician's Report

- A. In order to utilize the illness benefit under this Article for bona-fide illnesses or injuries which require an employee's absence from work, the Police Chief or his designee may use discretion as to when a completed Illness/Injury report signed by an attending physician is necessary (see form at end of this Article). However, a completed report shall be required in each case where an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illnesses or injuries.
- B. The Illness/Injury report shall be presented to Department management for verification. The form will not be accepted by Department management unless it has been properly completed in full, including the employee's return to duty date, the attending physician's signature, and the physician's diagnosis covering the dates of treatment and recuperative period required.

Section 7. Illness Recuperation

- A. An employee granted illness leave shall assist in promoting his recuperation by remaining at either his residence, a hospital, or another location approved in writing in advance by the attending physician. The written approval shall be presented to the Police Chief or his designee for verification prior to the employee recuperating at the alternate site. An employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior written approval from his physician. The written approval shall be presented to the Police Chief or his designee for verification. The City reserves the right to obtain at its own expense the opinion of another physician of its own choosing concerning what constitutes an appropriate location for recuperation or appropriate recreational activities for an employee too ill or injured to work. Abuse of illness leave privileges shall constitute grounds for disciplinary action.
- B. Other places of recuperation in addition to the above require the following:
  - 1. Pre-authorization by a medical doctor must be in writing with specifics,
  - 2. Pre-authorization must be on file with the immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee may be reached.
- C. Employees recuperating from a medical condition in which there was no involvement with doctors or hospitals may request, through the Chain Of Command, another place of recuperation. Approval will be required in advance

and the employee's address and phone number where the employee may be reached are to be a part of the request.

- D. If, and whenever, illness leave may appear to be abused or frequently used, Department management may require the employee claiming/requesting such leave to furnish an Illness/Injury report to support the necessity for such absence. Consistent with Section 7(A) of this Article, abuse of illness leave privileges shall constitute grounds for disciplinary action.

Section 8. Department management shall use discretion in determining whether or not a visit is required to verify the reason for an employee's medical absence and a report made of the reasons for absence from duty.

Section 9. Should an employee be absent for reported medical reasons and fail to comply with the provisions of this Article, such employee's timesheet shall be coded as leave without pay, and the employee may be disciplined.

Section 10. Pay Off Provision

During the term of this Agreement, upon separation of employment for reasons of either normal or disability retirement, or the death of an employee who would otherwise be eligible for normal retirement, employees or their estates shall be entitled to receive a payment for unused illness leave hours credited to their account based on the following formula:

Twenty-five percent (25%) of the accrued hours up to a maximum of three hundred seventy-five (375) hours.

This payment shall be determined on the employee's base straight time hourly rate at the time of retirement, or death, if applicable.

Section 11. Miscellaneous Provisions

- A. An employee making a Department transfer will retain any illness leave hours and personal leave hours to his credit.
- B. Employees may not use illness leave for illnesses or injuries sustained while engaged in outside employment.
- C. Those employees who suffer injuries or illnesses which preclude them from being able to work light duty shall also be covered by the one (1) or two (2)-year time frame for recovery purposes, depending upon which is applicable, as detailed in Article 15.

CITY OF ST. PETERSBURG  
ILLNESS/INJURY REPORT

PATIENT: \_\_\_\_\_  
(Printed Name of Employee)  
Department/Division \_\_\_\_\_  
Supervisor \_\_\_\_\_

PHYSICIAN'S STATEMENT

I examined the above-named patient on \_\_\_\_\_  
Nature of injury or illness \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHECK ONE:

\_\_\_\_\_ Patient may return to work immediately  
\_\_\_\_\_ Patient may work a light duty assignment  
\_\_\_\_\_ Patient unable to work due to this injury/illness from \_\_\_\_\_(date) through  
\_\_\_\_\_ (date)

For the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date patient can return to work \_\_\_\_\_  
Restriction or comments \_\_\_\_\_  
\_\_\_\_\_

Was this condition reported to you as job related? \_\_\_\_\_

\_\_\_\_\_  
Attending Physician's Signature Date: \_\_\_\_\_

\_\_\_\_\_  
Address

## ARTICLE 12

### **BEREAVEMENT LEAVE**

Section 1. Employees covered by this Agreement may be granted, upon approval of the Police Chief or his designee, time off with pay, if applicable, at the employee's base straight time rate, not to exceed three (3) working days, to attend the funeral and/or attend to the affairs or handle related activities in the event of a death in the employee's immediate family. Up to three (3) work days may be taken prior to and including the date of the funeral or immediately following, but all days taken for bereavement leave must be taken within the seven (7) consecutive calendar days surrounding the date of the funeral or date of death if no funeral is held. If the funeral is to be held outside the state of Florida, the employee may be granted time off with pay from his regularly scheduled work hours up to seven (7) consecutive calendar days (up to forty (40) consecutive work hours) to attend the funeral. Should the employee not attend the out-of-state funeral but need time to make funeral arrangements or handle related activities, up to three (3) work days of paid time off may be granted. Such leave shall be granted by the Police Chief or his designee except in such cases as he determines that such leave is not possible because of operational requirements.

Section 2. For the purpose of this Article, the employee's immediate family shall be defined as the employee's father, mother, legal guardian(s), spouse, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, great-grandparents, stepparents, step-children, grandchildren, spouse's grandparents, same-sex domestic partner; and the same-sex domestic partner's parents, grandparents, and children. The employee must provide the same types of eligibility information as is required for an employee to obtain same-sex domestic partner health insurance in order to obtain bereavement leave.

Section 3. Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Police Chief or his designee. Any additional time used shall be charged to annual leave or holiday storage account if the employee has hours accrued that can be charged. Use of annual leave or holiday time for this purpose shall not result in the cancellation of annual leave already scheduled by the employee; if necessary, the portion of the approved and previously scheduled annual leave for which the employee does not have sufficient time accrued may be taken as leave without pay.

Should an employee request annual leave to attend the funeral of an individual who is a member of the employee's immediate household but is not listed in Section 2 of this Article, the employee's supervisor shall, operational considerations permitting, grant the request.

Section 4. The employee shall, at the discretion of the Police Chief or his designee, provide the Department with proof of death in his immediate family as defined in Section 2 of this Article before compensation is approved.

Section 5. An employee must be on active pay status to be eligible for this benefit.

## **ARTICLE 13**

### **MILITARY LEAVE**

Military Leave for employees covered by this Agreement shall be governed by Florida Statutes, Chapters 115 and 250, as well as the administrative procedures included in the City's Rules and Regulations of the Personnel Management System.

## **ARTICLE 14**

### **ON-DUTY INJURY BENEFITS** (Workers' Compensation Supplement)

This Article is intended to supplement the wage benefit provisions of the Workers' Compensation Law of the State of Florida.

- A. The Employer agrees to compensate employees covered by this Agreement for on-duty injuries sustained by an employee while acting within the scope of his employment and not as a result of the employee's failure to comply with published safety rules and regulations. On-duty injury benefits consisting of on-duty injury pay, annual leave accrual, and illness leave accrual shall be provided to an employee who is unable to work in any capacity as a result of an on-duty injury.
- B. An injury shall be determined to have been incurred while on duty only if such injury is a compensable injury under the Florida Workers' Compensation Law. The Employer's physician, in accordance with the Workers' Compensation Law, shall determine the length of time an employee is designated as "no-duty" or Total Temporary Disability (TTD) resulting in absence from work due to the on-duty injury.
- C. The amount of on-duty injury pay shall be the amount of the employee's base salary up to the time that Workers' Compensation wage benefits begin. When Workers' Compensation wage benefits begin, the on-duty injury pay shall be the difference between the Workers' Compensation wage benefits and the employee's current base take home pay.

Base take home pay is defined as base salary after it has been reduced by normal federal withholding taxes (income tax and Social Security, if applicable). Base salary is the employee's straight time hourly rate times his normally scheduled bi-weekly work hours.

- D. The entitlement for on-duty injury benefits shall commence with the employee's first scheduled work shift following the date of injury, which is the date reported to the Workers' Compensation Office as the date and time of the incident resulting in injury, and shall continue for fifty-two (52) calendar weeks. In the event the no-duty or TTD status extends beyond twenty-one (21) calendar days, the amount of on-duty injury pay paid by the Employer for the first seven (7) days shall be

adjusted to equal the employee's base salary, less the Workers' Compensation wage benefits payments.

- E. The initial period of on-duty injury pay shall be a maximum of twelve (12) calendar weeks. Payments made by the Employer during this period shall not be charged against accumulated illness leave or annual leave.
- F. In the event that the no-duty or TTD status extends beyond twelve (12) calendar weeks, the employee shall immediately notify the Police Chief, who may request an extension from the Risk Manager in Human Resources. If an extension of on-duty injury benefits beyond twelve (12) calendar weeks is granted, the benefits shall be retroactive to the date the extension was requested. Until such time as the extension is approved, or if the extension is not approved, the employee shall be allowed to utilize accumulated illness leave or annual leave to make up the difference between Workers' Compensation payments and current base salary.

In the event an extension of on-duty injury benefits is granted, illness leave or annual leave used in the interim will be returned to the employee's illness leave or annual leave account. On-duty injury benefits may not be provided beyond one (1) year from the date of injury as established by Workers' Compensation unless extenuating circumstances so indicate; in such cases, benefits shall be provided only with the approval of the Mayor or his designee.

- G. While an employee is on no-duty or TTD status and is receiving on-duty injury pay, illness and annual leave accruals shall continue for a maximum of fifty-two (52) calendar weeks from the employee's first scheduled work shift following the date of injury as recorded in the Workers' Compensation office.
- H. An employee granted on-duty injury benefits shall be required to comply with the illness leave provisions of this Agreement as they pertain to recuperation, substantiation of medical conditions, and the performance of light duty as applicable.

## **ARTICLE 15**

### **TEMPORARY RESTRICTED (LIGHT) DUTY**

Section 1. Employees may suffer injuries or illnesses which temporarily prevent them from performing the full range of the essential functions of their assigned positions. However, they may be able to work a restricted duty assignment. All employee requests for light duty must be accompanied by a physician's statement describing the specific restrictions being placed on the employee's activities. This physician's statement must also state that light duty work is appropriate given the employee's condition. The Department may assign such duties as the health and condition of the involved employee(s) permit. Employees injured on duty are also eligible to receive Workers' Compensation and on-duty injury benefits in accordance with state law and provisions contained elsewhere in this Agreement.

Section 2. Employees who are temporarily unable to perform full duty may request light duty assignments through their Chain of Command. Light duty assignments will be made through the Office of the Police Chief and may be mandated by management if light duty work is available. First preference for light duty assignments shall be given to employees who have been injured on the job. If light duty work is not available as determined by the Police Chief or his designee, the employee shall not be permitted to work but may utilize whatever benefit, if any, is appropriate (e.g., accrued annual leave, accrued illness leave, Workers' Compensation leave, etc.). If light duty work is available and the employee chooses, as permitted by the Family Medical Leave Act, not to work light duty in the case of an on-duty injury, that employee will not receive Workers' Compensation pay or on-duty injury benefits but may use the appropriate accrued leave or leave without pay if he has no accrued leave.

Section 3. Light duty assignments are intended for temporary periods when the employee is unable to perform the essential functions of his position and shall cease to be available when he is informed that he has reached maximum medical improvement (MMI) or until a period of ninety (90) calendar days has expired, whichever occurs first. The ninety (90)-calendar day time period begins on the date when the physician places the employee on restricted/modified or no-duty/Total Temporary Disability (TTD) status because he cannot perform the essential functions of the job. This time frame includes time off, time on light duty, and periods when the employee works intermittently. An on-duty injury is an injury compensable under the Florida Workers' Compensation law. Employees who are working in a light duty capacity as a result of an on-duty injury shall be relieved of duty when scheduled by the Workers' Compensation office for continuing treatment, therapy sessions, and/or return visits to the treating physician for evaluations. Absences of less than one (1) full shift for Workers' Compensation follow up treatment shall be considered as regular work time and a no loss of pay for pay code purposes. Absences in excess of one (1) full shift shall be covered and paid in accordance with Workers' Compensation provisions. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by Workers' Compensation.

Section 4. An employee who has suffered an on-duty injury and reaches MMI prior to the expiration of a two (2)-year time period from the date the physician placed the employee on restricted/modified or no-duty/Total Temporary Disability (TTD) status, may apply for a disability pension. Such employee may also seek a civilian position which would be compatible with his limitations within the Department or the City.

Section 5. An employee who has suffered an off-duty illness or injury and reaches MMI prior to the expiration of a one (1)-year time period from the date the physician placed the employee on restricted/modified or no-duty/Total Temporary Disability (TTD) status, may apply for a non-service-connected disability pension. Such employee may also seek a civilian position which would be compatible with his limitations within the Department or the City.

Section 6. An employee who has suffered an on-duty injury and reaches the two (2)-year limit prior to reaching MMI, may also seek other employment which is compatible with his limitations within the Department or the City.

Section 7. An employee who has suffered an off-duty illness or injury and reaches the one (1)-year limit prior to reaching MMI, may also seek other employment which is compatible with his limitations within the Department or the City.

Section 8. Employees injured on-duty who apply for employment in civilian positions within the Department or the City for which they meet the minimum qualifications, shall automatically be certified and be placed on the eligibility list for that classification and be considered with others who have qualified for the position. In the event an employee does not qualify for a disability pension and accepts and begins work in a civilian position, he shall be vested under the vesting schedule provisions of the pension plan for sworn employees of which he was a member and be enrolled in the Employee Retirement System or the management defined contribution plan, if eligible.

Section 9. Employees who suffer an off-duty illness or injury who do not qualify for a pension and who are not able to obtain a different position, may be vested in accordance with the normal vesting schedule contained in the pension plan of which he is a member, and shall be separated from employment with the City. Workers' Compensation benefits, if applicable, will continue to be provided in accordance with state law.

Section 10. It shall be the responsibility of the employee to pursue his options, i.e., seek a disability pension or other employment, with the Human Resources Department or the Pension Office.

Section 11. It shall be the responsibility of the Department to request that the Human Resources Department place the employee in the alternate employment program (AEP) whenever an employee reaches MMI or within ninety (90) days of the expiration of the applicable one (1) or two (2)-year time frame, whichever comes first.

Section 12. Both parties agree that the provisions and time frames specified in this Article do not constitute a guarantee of employment. Employees may still be terminated in accordance with the provisions of the Personnel Management System Rules and Regulations, the Police Department General Orders, and/or under the provisions of this Agreement, which include just cause, lack of work, or other such reasons.

## **ARTICLE 16**

### **ANNUAL LEAVE**

#### **Section 1. Purpose of Annual Leave**

The purpose of the annual leave is to provide employees with the opportunity to be absent from work with management approval due to valid reasons without loss of pay or benefits.

#### **Section 2. Annual Leave Accrual Rate**

Accrual of paid annual leave shall be earned on the basis of regularly schedule work hours on active pay status as reflected in the following schedule:

<u>Years of Service</u>	<u>Annual Hourly Accrual Upon Completion of 2080 Work Hours</u>
Employment through 5 years	120 hours
Beginning 6th year of employment	128 hours
Beginning 7th year of employment	136 hours
Beginning 8th year of employment	144 hours
Beginning 9th year of employment	152 hours
Beginning 10th year of employment	160 hours
Beginning 12th year of employment	168 hours
Beginning 13th year of employment	176 hours
Beginning 14th year of employment	184 hours
Beginning 18th year of employment	192 hours
Beginning 20th year of employment	200 hours

Section 3. Annual Leave Used for Illness Recuperation

Provisions governing the use of annual leave for illness/injury reasons may be found in the applicable sections of Article 11 of this Agreement.

Section 4. General Provisions

- A. Paid annual leave may not be taken during the initial six (6) months of employment or re-employment except for illness. In addition, employees may not request paid annual leave for hours not earned and accrued, and all annual leave time taken shall be in increments of not less than one-tenth of an hour.
- B. The maximum number of annual leave hours which may be accrued shall be twice the employee's annual rate of accrual, except that employees with twenty (20) or more years of service shall be allowed to accrue a total of four hundred sixteen (416) hours.
- C. Requests for annual leave shall be made in advance of use. In emergency cases, the Police Chief or his designee may waive this requirement. Certain requests for annual leave may qualify and be covered by the Family and Medical Leave Act of 1993 (FMLA). If such leave is covered by this Act, it will be applied towards the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. The year is defined as a "rolling" twelve (12)-month period which is the twelve (12) months preceding the current FMLA event. When an employee uses annual leave for illnesses or injuries after exhausting his illness leave balance, the employee's annual leave account shall not be reduced below forty (40) hours unless requested otherwise by the employee.
- D. Annual leave requests for vacation periods will be selected by the Department, Division, or Units considering the manpower needs to achieve their mission. Every effort will be made to meet the desires of the employees and priority will be given in scheduling individual annual leave requests for vacation purposes based on

seniority date in classification. Once an annual leave request has been authorized in writing by the employee's supervisor and the employee can verify that nonrefundable money has been expended after said authorization was given, the leave shall not be canceled by the Department except in cases of civil emergency as defined in Article 3 of this Agreement.

- E. The nature of an employee's job and the operational requirements of a Division/Department may cause the Police Chief or his designee to limit the scheduling of annual leave during certain periods of the year. Based on operational requirements and when practical and in the best interests of the City, the Department may require the use of annual leave in amounts of forty (40) or more hours. When a written request for annual leave (forty (40) hours or more) is denied, the employee will be notified in writing.

Section 5.     Pay Off of Account

Upon separation from City employment, an employee with at least six (6) months of full-time service from his last date of hire shall be entitled to compensation for all unused but earned hours in his account at his base straight time hourly rate, effective on his date of separation.

**ARTICLE 17**

**HOLIDAYS**

Section 1.     The following Holidays shall be observed:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day following Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Section 2.     Whenever possible, employees will be granted time off on holidays. When an employee who is scheduled to work is able to take the holiday off, he will receive holiday pay for the hours he would normally work. Thus, an employee normally scheduled to work five (5) eight (8)-hour days per week will receive eight (8) hours of holiday pay. An employee who normally works four (4) ten (10)-hour days would receive ten (10) hours of holiday pay. Employees who work a variable hour-per-day schedule shall receive eight (8) hours of pay for the holiday if they were scheduled to work that day and were able to take the day off.

Section 3.     An employee, regardless of his work schedule, who is required to work on a holiday or whose normal day off occurs on any such holiday shall be paid an additional eight (8) hours at his straight time hourly rate of pay.

Section 4. Employees who work five (5) eight (8)-hour shifts per week may elect to store their holiday hours. Employees who work four (4) ten (10)-hour shifts per week may also elect to store their ten (10) hours of holiday time worked. However, the maximum number of holiday hours in any fiscal year that employees may designate and assign as stored hours shall not exceed eighty (80) hours during that fiscal year. For example, if an employee stores forty (40) hours, but subsequently uses twenty (20) of those stored hours prior to storing any additional hours, he remains eligible to only store up to an additional forty (40) hours in that same fiscal year to equal the maximum of eighty (80) hours permitted. This provision therefore requires employees who work a shift of four (4) ten (10)-hour days per week to take off some or all of the holidays that fall on their normally-scheduled work days during the fiscal year in order to receive the benefit of all ten (10) City-recognized holidays.

Stored holiday time not used or paid out during the fiscal year shall be paid in the last pay period of the fiscal year or prior to an employee being promoted to any higher classification. These hours shall be paid at the employee's straight time hourly rate of pay.

Section 5. In accordance with Article 19, Section 3 of this Agreement, holiday hours shall be counted as work time for the purpose of weekly overtime computation when an employee either uses holiday time on the day of the holiday, or when the employee uses stored holiday hours to take time off at a later date. The use of stored holiday time may be granted at the discretion of Department management.

Section 6. An employee must be on active pay status for his entire scheduled hours of duty or work his normal schedule of hours, either on his regularly scheduled working day immediately prior to a holiday or his regularly scheduled working day immediately following a holiday, in order to qualify for holiday pay. Employees on Workers' Compensation will also qualify for holiday pay.

Section 7. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. An employee who is scheduled to work on the day observed as a holiday and reports sick will receive holiday pay for that day. Section 6 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 8. Employees on annual leave, military leave, jury duty, illness leave, bereavement leave, and all other absences from duty, and on active pay status on the calendar day the holiday is observed, must use the holiday on the same calendar day that it is earned.

Section 9. When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

Section 10. The Police Chief will determine which operations will be closed in observance of the holiday.

Section 11. Employees covered by this Agreement will be scheduled by appropriate supervision to work or take a holiday off, if the holiday falls on their normal work day, to provide orderly and efficient police service to the community and Department. After being scheduled to work on a holiday which is his normal work day, an employee may request and be approved to take the holiday off, provided such absence from duty will in no way interfere with the mission of his particular function, operation, unit, section, or division. Nothing in this section shall be construed to limit the Department to close down certain functions, operations, activities, and/or units on the day observed as the holiday.

Section 12. Employees may donate banked holiday time to co-workers at the Police Chief's discretion.

## **ARTICLE 18**

### **PAY**

#### Section 1. General Wage Increase

Effective retroactive to the first payroll period start date following ratification of this Agreement by both parties, pay shall be as shown in Appendix "A" of this Article.

The step plans include a two percent (2%) general wage increase across all steps for fiscal year 2014 as well as additional equity adjustments within individual steps. General wage increases for fiscal years 2015 and 2016 will be a minimum of two percent (2%). The parties shall reopen Article 18, Section 1 no later than June 1, 2014 to bargain the general wage increase for fiscal year 2015.

#### Section 2. Progression in the Pay Plan

Progression of employees from their current step to the next higher step in the appropriate labor grade for their classifications shall be automatic and will become effective at the beginning of the pay period in which the employee's anniversary date of classification falls contingent upon the employee receiving a satisfactory performance evaluation, which is defined as a rating containing no more than two (2) unacceptable scores.

Employees who are at the maximum steps of the pay plans shall also receive fifty (50) hours of personal leave. Employees shall schedule the use of personal leave in accordance with the annual leave provisions defined in Article 16, Section 4 of this Agreement. Employees will receive their FY 14 personal leave in the next payroll period following ratification by both parties. Eligible employees will receive their fiscal year 2015 and 2016 personal leave allotments in the first payroll period of each respective fiscal year.

#### Section 3. Shift Differential

##### A. Shift Differential for Employees Assigned to Designated Shifts

Employees working other than the normal shift schedule on a regularly assigned shift/relief starting between 1:00 p.m. and 3:59 a.m. shall be paid a bonus called "shift differential." Day shift (2nd relief) employees who are scheduled to work beyond their regularly scheduled working hours shall not receive shift differential.

For the purpose of establishing the applicable shift/relief: 1) a designated shift that normally starts between 1:00 p.m. and 8:59 p.m. shall be designated Third Relief; and 2) a shift that starts between 9:00 p.m. and 3:59 a.m. shall be designated First Relief. Amounts shall be:

First Relief, \$1.50 per hour  
Third Relief, \$1.25 per hour

B. Shift Differential for Employees Working Flexible Schedules

Many employees are working flexible hours and are not as such assigned to a particular shift. Given their schedules, these employees will receive a shift differential according to the following:

start time: 1:00 p.m. or later but on or before 8:59 p.m., \$1.25 per hour  
start time: 9:00 p.m. or later but on or before 3:59 a.m., \$1.50 per hour

Shift differential for each day an employee works shall be based upon when the employee's shift begins, as shown above. If the employee works two (2) full consecutive shifts, he shall be paid the appropriate shift differential for each of the two (2) shifts, if applicable.

An employee may occasionally work a split shift which is defined as a shift with a break of at least two (2) hours between the first portion of the shift worked and the second portion of the shift. An employee who works a split shift will be eligible for shift differential if the second portion of the split shift starts at or after 1:00 p.m. when the hours worked after that starting time total at least six (6) hours or more. The rate of shift differential shall be the same as that paid to employees assigned to a shift which has a starting time of 1:00 p.m., 6:00 p.m., or 11:00 p.m., as indicated above, with the shift differential for the second portion of the shift based upon when the second portion of the shift begins.

C. Shift Differential Eligibility

Employees meeting the criteria in Sections 3(A) and 3(B) of this Article shall be eligible for shift differential for all eligible hours worked. However, any hours worked by an employee in accordance with the criteria set forth in Section 5 of this Article will not be eligible for shift differential for those hours.

Section 4. Acting in a Higher Rank

- A. A Sergeant who is selected and assigned to serve as an Acting Lieutenant for a minimum of one (1) shift shall be compensated at the same base hourly rate of pay he would receive if he were actually promoted.
- B. A Sergeant or Lieutenant who is selected and assigned to serve as an acting supervisor in an exempt status position (e.g. Police Major) will be compensated

with one (1) additional hour of his base straight time pay for each complete day served in that capacity. If the assignment is for five (5) complete consecutive days or less, the employee will continue to earn overtime premium pay for any overtime hours worked that week. If the assignment is longer than five (5) consecutive days, the Department may assign another individual to assume that employee's duties during the temporary assignment and the Officer acting in an exempt status capacity will continue to be paid the one (1) additional hour of his base straight time pay for each day served and will not be eligible for overtime. Additionally, the employee acting in an exempt status capacity for more than five (5) consecutive days will work the schedule of the person whose position he has been assigned.

- C. All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of Police Department management.

Section 5. Extra Duty Pay

- A. Field Training Officer Assignments

Any Sergeant who is assigned to the Field Training unit as an FTO shall receive, in addition to his base rate of pay, Extra Duty Pay for Field Training Officer (FTO pay) in the flat amount of \$48.30 bi-weekly during the term of this Agreement. This extra-duty pay will be paid to qualified Sergeants during their period of assignment to the Field Training unit.

- B. Tactical Apprehension and Control Team (TAC) Assignment

Any unit employee who is assigned to the extra duties of a TAC member shall receive, in addition to his base rate of pay, Extra Duty Pay for Tactical Apprehension and Control Team (TAC) Assignments in the flat amount of \$38.85 bi-weekly during the term of this Agreement. This extra-duty pay will be paid to qualified employees during their period of assignment.

The Police Chief or his designee shall have sole authority in decisions regarding the selection and placement of employees into FTO and TAC assignments, and the removal of employees from FTO and TAC assignments.

The Police Chief shall have sole authority and discretion to extend the extra duty pay to other unique units within the Department when training of other sworn personnel in a manner similar to Field Training is determined to be feasible and beneficial to Department operations.

- C. It is understood that the Extra Duty Pay becomes part of the employee's base rate of pay for purposes of computing overtime, in accordance with the Fair Labor Standards Act.

Section 6. Clothing Allowance and Uniform Maintenance Allowance

- A. The Employer agrees for the term of this Agreement, to continue to make available a clothing allowance appropriate for designated employees. The amount of the clothing allowance shall be three hundred seventy-five dollars (\$375.00) for each half of the fiscal year covered by this contract. Eligible employees shall receive (pro rata) the clothing allowance or the uniform maintenance allowance twice a year during October and April.
- B. The Employer also agrees, for the term of this Agreement to make available a uniform maintenance allowance appropriate for designated employees. The amount of the uniform maintenance allowance shall be three hundred dollars (\$300.00) each fiscal year covered by this contract. Eligible employees shall receive (pro rata) the allowance during the month of April.
- C. A newly designated/assigned employee may receive a clothing allowance or uniform maintenance allowance up to six (6) months in advance (one-half (1/2) of the annual allowance). For example, a newly designated employee can be paid up to the full semi-annual payment amount applicable as of the date he is designated/assigned.
- D. If a newly designated/assigned employee receives a clothing or uniform maintenance allowance in advance and then leaves the duty and becomes no longer eligible prior to completing six (6) months, the employee shall pay back the advance clothing allowance received. The payback shall be on a weekly pro rata basis, i.e., the payback shall be reduced by  $\frac{1}{52}$  of the annual maximum for each full week of service in the designated duty.

Section 7. Compensation for Off-Duty Tropicana Field Assignments

The parties agree that a separate rate has been agreed upon for traffic control and inside security assignments for events taking place at Tropicana Field. All off-duty employees working an event at Tropicana Field shall be paid one hundred twenty-five percent (125%) of their normal base hourly rate of pay regardless of the specific assignment, and regardless if the employee has worked a forty (40) hour work week at the time of the off-duty assignment.

Section 8. Compensation for Working City Co-Sponsored Events

Employees required to work City co-sponsored events including but not limited to parades and Fourth of July fireworks displays, will be paid for all hours worked, which shall be paid at one and one-half (1½) times the employee's base hourly rate. Employees assigned to these events shall be guaranteed a minimum of three (3) hours for each assignment.

APPENDIX "A" TO ARTICLE 18 (PAY)  
FISCAL YEAR 2014 PAY PLAN

SERGEANT PAY PLAN

<u>Steps</u>	<u>E</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>Max</u>
Annual	\$69,782	\$71,859	\$74,015	\$76,235	\$78,522	\$82,448
Hourly	\$33.55	\$34.55	\$35.58	\$36.65	\$37.75	\$39.64

LIEUTENANT PAY PLAN

<u>Steps</u>	<u>E</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Max</u>
Annual	\$82,500	\$84,975	\$87,525	\$91,260	\$95,779
Hourly	\$39.66	\$40.85	\$42.08	\$43.88	\$46.05

**Note:** Annual salaries are for reference only and are based on 2,080 hours regularly scheduled hours. Because pay hours may vary, the annual salaries are not to be construed as guaranteed income for the year.

## ARTICLE 19

### WORK WEEK AND OVERTIME

Section 1. The normal work week will consist of forty (40) hours. Department management will establish the work week and hours of work best suited to meet the needs of the Department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 2.

- A. The normal work week of forty (40) hours shall be from Monday through Friday of each week. When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.
- B. Employees who are required to be on call for their entire shifts of work shall be entitled to a paid meal break. Employees not required to be on call for their entire shifts shall have an unpaid meal break scheduled by management.

Section 3.

- A. All authorized and approved work performed in excess of forty (40) hours in any one (1) work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1½) times the employee's regular hourly rate of pay as defined by the Fair Labor Standards Act. For purposes of overtime computation, holiday time (whether used in the week of the holiday or used from the employee's 'banked' holiday hours) shall be counted as time worked.
- B. Known and scheduled overtime will be assigned with as much advance notice as possible.

Section 4. For purposes of overtime computation, annual leave, illness leave, personal leave hours, bereavement leave, jury duty, military leave, PBA Business time coded as non-sweat time for pay purposes, and other absences from duty shall not be considered as time worked.

Section 5. Employees shall be required to work overtime when requested unless excused by supervision. In the event any employee is required to work overtime, he will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

Section 6. When an employee is required to work overtime in excess of four (4) hours before or after his regular shift hours, his immediate supervisor will schedule a paid meal period during the overtime assignment unless the employee's overtime work assignment requires the constant attention or availability of the employee or the employee does not desire a meal period.

Section 7. Special Events

- A. Whenever an employee is scheduled to be off and his regularly scheduled day(s) off is/are canceled and the employee is assigned to work a special event (e.g., St. Anthony's Triathlon, Festival of States Parade, MLK Parade, Fourth of July) all hours worked shall be paid at the overtime rate. Once an annual leave request (including use of stored holiday hours) has been authorized in writing by an employee's supervisor and the employee can verify that non-refundable money has been expended after said authorization was given, the leave shall not be canceled by the Department except in cases of civil emergency as defined in Article 3 of this Agreement. This provision shall also apply in cases when an employee has made non-refundable arrangements connected with consecutive scheduled days off which do not require the use of accrued annual leave or use of holiday hours.
- B. Sergeants shall be permitted to sign up for voluntary overtime slots for City co-sponsored events and Tropicana Field events for jobs normally assigned to Officers, when sufficient numbers of Officers are not available, five (5) calendar days prior to the event. Sergeants' pay for those assigned to work one of the jobs normally worked by Officers shall be at the maximum hourly rate established for Officers. Sergeants working Officer jobs shall obey all directives of the Sergeant so designated as the supervisor or other supervisors working the event. Lieutenants shall not be assigned to jobs normally worked by Officers.

Section 8. Call Back

Call back pay is provided to compensate employees ordered to return to work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work. Call back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly Department shift/work schedule or anticipated additional work requirements.

Any employee who is off duty and contacted after leaving the premises, and ordered to return to work shall be eligible for call back pay in accordance with the provisions of the following paragraphs.

- A. Any employee who is on duty and is instructed to continue to work past his normal shift ending time shall be ineligible for call back pay, but may be eligible for compensation at the overtime rate of pay. Anyone who completes a shift and is required to return to work in less than eight (8) hours from the time he checks off duty shall be eligible for a one (1)-hour inconvenience bonus.
- B. Any employee required to continue working after his regular scheduled shift shall be ineligible for call back pay but may be eligible for compensation at the overtime rate of pay.

- C. Any employee required to return to work three (3) hours or less prior to his regularly scheduled starting time shall be paid for the actual time worked plus one (1)-hour inconvenience pay.
- D. If an employee is called back to work and the call back is canceled prior to the employee arriving at work or before the employee actually performs any work, he shall not be eligible for call back pay but shall receive the one (1)-hour inconvenience bonus.
- E. Any employee eligible for call back pay shall be paid for the actual hours worked, plus a one (1)-hour bonus for the call back inconvenience. A minimum guarantee of four (4) hours pay which will include the one (1)-hour inconvenience bonus shall be paid. The maximum any employee may receive the call back inconvenience pay is twice in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, he shall be paid at his applicable rate from the time of notice to the time the employee returns home. If the employee goes to a destination other than his home after completion of the assignment, he shall be paid only until he is released from duty. All hours worked on a call back shall be counted toward computing the weekly overtime.
- F. An employee who is called back and works for a complete shift immediately prior to his next scheduled shift may request and be granted relief from duty without losing the one (1)-hour inconvenience bonus for the call back assignment.

Section 9. Standby Time

In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by the Police Chief or his designee who requires an employee to be available for work due to an urgent situation on his off-duty time, which may include nights, weekends, or holidays.

Employees assigned to standby duty by Department management are guaranteed standby pay of two (2) hours pay at their regular straight time rate for each eight (8)-hour increment of standby time assigned and scheduled. Standby assignments shall be made by management in eight (8)-hour increments.

Employees while on standby duty when called to work will, in addition to the standby pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work. For pay purposes actual time worked starts at the time of notice and ends when the employee returns home. If the employee goes to a destination other than his home after completion of the assignment, he shall be paid only until he is released from duty.

In the event any employee who is on standby duty fails to respond to a call to work, he will forfeit the standby pay and may be subject to possible disciplinary measures.

Standby time shall not count as hours worked for the purpose of computing overtime pay.

Section 10. Employees on active status covered by this Agreement shall be considered on duty while responding to an emergency and/or performing police functions during their off-duty time.

Section 11. Off-Duty Court Attendance

- A. Court attendance is an integral part of police work, and the parties agree that Police Officers required to attend court in the performance of their duties should be fairly compensated.
- B. An employee required to attend court or a court related hearing, such as a deposition, for purposes directly related to the performance of his duties as a Police Officer during scheduled off-duty hours shall be compensated two (2) hours pay for all appearances commencing during the two (2)-hour period, provided that the start of the two (2)-hour period is more than sixty (60) minutes prior to his regularly scheduled check-on time or more than sixty (60) minutes after his regularly scheduled check-off time.
  - 1. Multiple appearances commencing during the two (2)-hour period shall be paid on the basis of a single two (2)-hour guarantee.
  - 2. The employee will be compensated from the time the first appearance begins until two (2) hours later or when released by proper judicial authority if the release extends past the two (2)-hour period.
  - 3. An employee required to attend any court appearance starting within the two (2)-hour period and extending beyond this period shall be paid for the two (2) hours plus all time spent beyond the two (2) hours until released.
- C. An employee required to attend court or a judicial hearing after he has been released from a guaranteed two (2) hours shall be guaranteed a minimum of one (1) hour of pay. The same rules shall apply as covered in Section 11 (B) of this Article.
- D. An employee attending court or a judicial hearing sixty (60) minutes or less prior to his regularly scheduled check-on time will be placed on on-duty status. Likewise, an employee attending court or a judicial hearing within sixty (60) minutes after his regular scheduled check-off time shall remain on-duty until released by the proper judicial authority or released from duty.
- E. All hours mentioned in Sections 11 (B), (C), and (D) of this Article shall be counted toward computing the weekly overtime.

F. Off-Duty Court Standby

In the event that an employee is required to be on off-duty court standby, he shall be paid two (2) hours base straight time pay for each day of off-duty court standby. It shall be the responsibility of the employee to check with the Department's Court Liaison Officer or the State Attorney's receptionist for status changes for those cases scheduled at the Pinellas County Criminal Justice Complex; unless notified otherwise by the Court Liaison Officer, the employee shall be released from standby at 4:00 p.m. Current practice for status determination and release from off-duty court standby shall continue for cases scheduled for other courts, (e.g., Traffic Court, Federal Court).

In order to be eligible for court standby payment, the employee must check in as per Department policy, leaving the phone number where he may be reached. Off-duty court standby hours paid shall not count as hours worked for the purpose of computing overtime pay.

An employee who is called to appear in court receives standby pay and pay for the time spent in court, with a minimum guarantee of one (1) hour for court time. Time spent in court begins from the time of the first appearance until one (1) hour later or whenever released by proper judicial authority if the release extends past the one (1)-hour period.

Employees covered by this Agreement who are assigned to the second (2nd) relief (day shift), shall be ineligible for off-duty standby pay unless it is on their regularly scheduled day off or they have been placed on off-duty court standby for evening court hearings.

G. For provisions covering Court Duty After Retirement, refer to Article 23, Section 4.

**ARTICLE 20**

**SENIORITY AND REDUCTION-IN-FORCE**

Section 1. City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leaves of absence without pay and suspensions without pay in excess of thirty (30) calendar days, which shall cause this date to be adjusted for an equivalent amount of time. A leave of absence without pay or suspension in excess of thirty (30) calendar days shall not cause an employee to lose the City seniority he accrued prior to the leave. Leaves of absence without pay for periods of thirty (30) calendar days or less shall not cause the City seniority date to be adjusted. City seniority shall be used for purposes of computing annual leave accruals, service awards and other matters based on length of service.

Section 2. Classification seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in

classification reverts to date of entry, transfer, or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence without pay in excess of thirty (30) calendar days or suspensions, which shall cause this date to be adjusted for an equivalent amount of time. A leave of absence without pay or suspension in excess of thirty (30) calendar days, shall not cause an employee to lose the classification seniority accrued prior to the leave. Leaves of absence without pay or suspensions for periods of thirty (30) calendar days or less shall not cause the classification seniority date to be adjusted.

Classification seniority shall be used for purposes of layoffs, performance reviews, and selection of the yearly vacation award as per the Department's procedures for selection of vacations.

In the event an employee is demoted back from a higher rank to the rank of Police Sergeant of Police Lieutenant, his classification seniority date will reflect both time previously spent in the classification to which he is being demoted as well as any time spent in higher classifications.

Section 3. Employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a leave of absence without pay due to the employee's illness for a period not to exceed twelve (12) months. It is understood however, that seniority will not continue to accrue while employees are on a leave of absence without pay for reasons other than illness.

Section 4. All new employees shall be placed on probation for one (1) year in the classification following graduation from the Police Academy or for one (1) year in the classification from the date of employment if the new employee has previously fulfilled the requirements of the State of Florida Police Standards Board. All new employees on probationary status shall be eligible for membership in the PBA although not eligible to grieve disciplinary action. Non-sworn employees will serve a six (6)-month probationary period.

The Police Chief has the authority to extend the initial probationary period for three (3) additional months. Cumulative absences of thirty (30) calendar days or more, work time spent on light duty status, and any suspensions from scheduled work shall be added to a probationary period.

Section 5. Employees shall lose their seniority as a result of the following:

- A. Resignation
- B. Retirement
- C. Termination for just cause
- D. Layoff exceeding eighteen (18) months
- E. The employee's failure to report to the Employment Office his intent to return to work within seventeen (17) calendar days from the date the City mailed a certified recall notice to the employee's last known address. This time period may be

extended another seven (7) calendar days upon proof that the employee was not at his residence or was incapacitated during the seventeen (17) calendar day period and could neither receive nor respond to the notice.

F. Failure to return from Military Leave within the time limits prescribed by law.

An employee who retires under a service-connected disability retirement and who subsequently recovers from a disability and can perform the essential functions of the position, may apply to be reinstated to his former position upon application to the City for a vacant posted position. Upon reinstatement, said employee is entitled to pay and benefits at the level to which he had progressed prior to the effective date of his disability retirement. Such employee shall receive seniority credit for actual years of service and have his classification and City seniority restored with an adjustment to exclude the years that he was in the status of disability retirement.

#### Section 6. Layoff

Department management will notify the PBA in advance of any pending reduction-in-force. First, employees serving a promotional probationary period shall return to the classification from which promoted and be placed in that classification seniority list as determined by their classification seniority. Employees will then be laid off in inverse order of their lengths of time in their classifications. In the event that two (2) or more classified employees affected have the same amount of service in the classification, the employee with the greatest length of service in all sworn ranks held within the Department will be deemed to be the senior employee. In the event of a tie, the employee with the lowest identification number will be deemed to be the senior employee, unless one is eligible to receive veteran's preference consistent with applicable state and/or federal laws.

An employee who loses his position as a result of layoff shall have the right to bump back to a lower classification in his career ladder, which for the purpose of this Article is defined in descending order as Police Lieutenant, Police Sergeant, and Police Officer. For an employee affected by layoff, the Department shall add all time the employee spent in each classification in the career ladder to determine the employee's ability to hold seniority in the next lower classification in the ladder.

An employee who is placed in a lower classification as a result of this procedure shall receive an hourly rate not to exceed the maximum rate for the lower classification or the employee's current hourly rate, whichever is lower.

All layoff placements shall be made in accordance with these provisions provided the employees are physically able and qualified to perform the duties of the classification to which he bumps.

#### Section 7. Recall

Employees in layoff status who have accepted a bump down to a lower rank in the career ladder will retain recall rights to any position from which the employee was bumped for eighteen (18) months and shall have preference over all applicants on the eligibility list.

Recall will be made by certified mail to the last known address in the Employer's records. If the employee fails to notify the Employment Office of his acceptance of recall within seventeen (17) calendar days from the date the City mailed the certified notice, the employee will forfeit all recall rights. This time period may be extended another seven (7) calendar days upon proof that the employee was not at his residence or was incapacitated during the seventeen (17) calendar day period and could neither receive nor respond to the notice.

Recall will be offered to laid off employees provided they are able to perform the essential functions of the job and provided they still meet all of the City and State requirements to be a Law Enforcement Officer. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request a leave of absence not to exceed thirty (30) days unless the provisions of the Family and Medical Leave Act entitle him to more.

Recall from layoff shall be in the order of classification seniority.

An employee recalled and returned to the active payroll within eighteen (18) months from his effective date of layoff shall retain the classification seniority earned prior to the layoff, although he will not receive credit for the time spent on layoff.

Section 8. The Employer shall prepare a seniority list for this bargaining unit and will provide a copy to the PBA during the month of February each year of the contract. This list shall be deemed correct unless an objection is raised by the PBA, or by a bargaining unit employee within thirty (30) calendar days after receipt. The seniority list shall provide the employee's name, identification number, classification, employment date, and classification date.

## **ARTICLE 21**

### **LEGAL BENEFIT**

Section 1. The Employer shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Legal Department within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit where the employee was acting within the scope of his employment and the employee did not act in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property.

Section 2. The Employer shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Legal Department within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit where the employee was acting within the scope of his employment even if the complaint alleges that the employee acted in bad faith; or with malicious purpose; or in a manner exhibiting wanton and willful disregard of human rights, safety, and property. However, in those cases where the City Attorney has reason to believe that there exists a substantial factual basis for the complaint's allegations of bad faith, malicious purpose, or wanton and willful disregard, the Employer shall not be required to undertake the defense of the employee, as set forth in Florida Statutes Section 111.07.

Section 3. In a civil damage suit where a defense is provided by the Employer, the Employer will indemnify that employee against any judgments, except for punitive damage judgments, levied in that suit against the employee as a result of his actions while acting within the scope of his employment up to the recovery limits specified in Florida Statutes Section 768.28(5) as amended.

Section 4. The City recognizes that the Union provides a legal benefit wherein the Union provides an attorney for the defense of dues-paying member employees in civil damage suits. If the employee wishes to substitute this attorney or any other attorney of his own choosing at his own expense for the City's attorney, he may do so without affecting his rights to indemnification under Section 3 of this Article provided he has the permission of the City Attorney and provided any settlement or claim negotiated by the employee's private counsel has been authorized by the City Attorney. Nothing within this section shall be interpreted to imply that the Union shall provide the legal defense benefit coverage to those employees covered by this Agreement who are not dues-paying members.

Section 5. The employee agrees to cooperate fully with the Legal Department if the Legal Department undertakes the defense of said employee. If the employee has been scheduled to meet with the Legal Department, the employee must attend that meeting as scheduled. If the Legal Department has determined that the employee's attendance at a hearing or deposition is necessary and has asked or instructed said employee to attend, the attendance at the hearing or deposition will be without loss of pay and/or benefits.

Section 6. In all suits in which the Legal Department has undertaken the defense of an employee wherein the employee is named as an individual defendant and wherein the employee may be personally liable, the employee shall be advised of all motions, hearings, and settlement offers unless the employee requests otherwise in writing.

## **ARTICLE 22**

### **SAFETY AND HEALTH**

Section 1. Department management will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will cooperate and encourage the employees to work in a safe manner. Also, Department management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the PBA. Within thirty (30) days of receipt, Department management shall give a written reply to the employee or the PBA, as the case may be, regarding the disposition of its recommendation.

Section 2. Department management will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices, where provided, must be used. Employees who fail to utilize provided equipment or devices will be subject to discipline.

Section 3. In the event an employee leaves the employ of the Department, he shall return all uniforms and safety equipment to the Department.

Section 4. Employees purchasing industrial safety lenses with safety frames, safety shoes, or safety lenses for combat eyeglass frames (used when an Officer needing prescription lenses wears a chemical gas mask) will be reimbursed upon presentation of proof of purchase and a memorandum from the Police Chief indicating that the item was required in the performance of his duties to maintain proper safety standards. Such lenses and shoes must meet ANSI/OSHA and/or ASTM standards.

Section 5. Reimbursements

- A. Employees will be reimbursed for the cost of industrial safety lenses with or without frames up to one hundred fifty dollars (\$150.00) no more frequently than once every two (2) years.
- B. Employees will be reimbursed for the cost of safety shoes up to one hundred fifty dollars (\$150.00) no more frequently than once every year.
- C. Employees will be reimbursed for the cost of prescription safety lenses for combat eyeglass frames up to seventy-five dollars (\$75.00) for single vision and standard bifocal lenses and up to one hundred dollars (\$100.00) for "no line" bifocal lenses. The lenses need to be made of polycarbonate of a thickness required for safety lenses in order to qualify for reimbursement and a statement from the provider to that effect must be provided by the employee. This reimbursement will be made no more frequently than once every two (2) years.
- D. For the purposes of this section, a year is defined as the Employer's fiscal year.
- E. Employees will be reimbursed for the cost of protective body armor (bullet resistant vests) up to six hundred dollars (\$600.00). Reimbursement will be made in accordance with policies and procedures established by the Department.

Section 6. It shall be the responsibility of the individual employee to check all equipment which has been issued to him to assure it is in safe operating condition prior to use or operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall submit a written report to supervision.

If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the Fleet Management Department shall be notified for appropriate disposition. The Fleet Management Department shall be the final authority as to inspection and repairs needed to release a vehicle or item of equipment back into service.

Section 7. AIDS Prevention

- A. Surgical gloves and plastic disposable resuscitation masks shall be made available for each employee's use. Such equipment shall be replaced immediately after use.

- B. A member who has been exposed to blood or other body fluids of an individual during his duty hours shall be immediately afforded a reasonable period of time to wash and cleanse himself after such exposure.

## **ARTICLE 23**

### **GENERAL PROVISIONS**

#### **Section 1. Reimbursement for Lost or Damaged Personal Property**

An employee may be reimbursed for loss or damage to personal property in the performance of his duty subject to the following restrictions:

- A. The maximum reimbursement for items of personal necessity such as eye glasses and hearing aids shall be one hundred fifty dollars (\$150), except that eyeglasses requiring bifocal or trifocal lenses shall be reimbursed up to a maximum of two hundred dollars (\$200.00).
- B. The maximum reimbursement for all other personal property shall be one hundred twenty-five dollars (\$125.00).
- C. Requests for reimbursement for the loss of, or damage to, personal property must be made within the shift in which the loss or damage occurs, or within the shift when the loss or damage is discovered if it is within seven (7) calendar days of the actual loss or damage. If mitigating circumstances such as an injury prevent the employee from reporting the loss or damage, the employee has an additional seven (7) calendar days to make the request for reimbursement.
- D. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the Department the receipt for the replacement article.
- E. Reimbursement for lost or damaged personal property must be approved by the Police Chief or his designee. The Police Chief may approve reimbursement beyond the limits established by this section if he feels that such action is warranted by extraordinary circumstances.
- F. Employees may be reimbursed the purchase price up to a maximum of fifteen hundred dollars (\$1,500) for an AR-15 Rifle that is personally owned by the employee, if the rifle is stolen, damaged or lost while the employee is utilizing it or carrying it in relation to their employment with the City. Reimbursement shall be at the sole discretion of the Police Chief based upon the circumstances reported and documented that resulted in the loss.
- G. Employees shall be permitted to obtain pay advances for the purchase of AR-15 rifles beginning October 1, 2015. Employees shall be required to complete a Salary Advance Agreement prior to receipt of the advance pay.

Section 2. Group Insurance

- A. The City agrees to provide employees covered by this Agreement the opportunity to participate in a City group health insurance program, subject to the eligibility criteria established by the provider(s) selected by the City.

The City reserves the right to self-administer group health insurance claims if and when deemed appropriate.

- B. The City further reserves the right to change carriers if and when deemed appropriate and to determine the plans offered. The parties agree that the City may, at its option, reopen Section 2 of this Article in order to bargain in good faith over the impact of proposed changes to group health insurance coverage. Should the City choose to exercise the option to reopen Section 2, the City will notify the Union as soon as possible.
- C. The City agrees to pay seventy-five percent (75%) of individual coverage for employee participation in the City group health insurance programs. If the employee elects any form of dependent coverage, the City will pay seventy-five percent (75%) of the total premium for the employee and dependents.
- D. Those individuals participating in City coverage who are covered by this Agreement, but who subsequently retire shall be offered the option at the time of retirement of selecting coverage with a lifetime maximum benefit of \$100,000 or a higher lifetime maximum benefit offered to current employees. The City will pay seventy-five percent (75%) of the cost of the coverage with a lifetime maximum benefit of \$100,000 or the same dollar amount towards coverage with the higher lifetime maximum benefit subject to the maximum City contribution noted in Section 2(F) of this Article. The rates paid by both the City and the employee shall be adjusted whenever increases become effective as the City is notified by the provider. Employees hired on or after January 1, 2009, shall be offered the option at the time of retirement of selecting coverage with a lifetime maximum benefit of \$100,000 or any higher lifetime maximum benefit offered to current employees, but will be responsible for paying the entire cost of the coverage with no City contribution toward the premium cost.
- E. Effective January 1, 2010, for active employees hired prior to January 1, 2009, the maximum cost for which the City will be responsible for any retiree health insurance plan coverage will be one hundred fifty percent (150%) of the City's cost (75% of the cost of the coverage with a lifetime maximum benefit of \$100,000) that was in effect on January 1, 2010, for the type of coverage elected by the retiree (single, dual, or family coverage). The City's monthly premium costs in effect on January 1, 2010, for single, dual, and family coverages respectively were \$198.48, \$400.91, and \$555.72.
- F. The City shall provide, at no cost to the employee, life insurance in an amount equal to his annual base pay rounded to the nearest thousand dollars. Employees

also have the option of purchasing additional life insurance through the City's Benefits Division of Human Resources.

It is agreed by the parties that the rates paid by the employee for supplemental term life insurance will be established by the City's provider and may be changed in the event the provider implements a rate change.

Section 3. Retirement Awards

As an expression of appreciation and recognition for service as a Law Enforcement Officer of the St. Petersburg Police Department and the City, the City will provide each Officer at the time of normal or service-connected disability retirement with the appropriate plaque, badges, and firearm at no expense to the employee except the firearm may be withheld when the Officer has been relieved of his firearm by the Police Chief prior to retirement and the Officer's right to carry his firearm had not been restored prior to retirement.

Section 4. Court Duty After Retirement

An employee who has a pending case at the time of his retirement and as a result has a court appearance after his retirement date shall be compensated the same as if he was still employed by the City in accordance with Article 19 of this Agreement unless the retiree is working for an employer who is already paying him for this time. Verification of attendance and time shall be made by the same procedure utilized for employees whose names do not appear on the list maintained by the Court Liaison Officer (i.e. by write-in).

Section 5. Per Diem

Employees who travel as a result of their employment with the City and who are eligible for reimbursement of expenses may be reimbursed for meals and other authorized expenses in an amount not to exceed the amount determined by the Budget and/or Finance Departments to be reasonable for the area to which the employee travels.

Section 6. Assigned Vehicles

Take-home vehicle assignments shall be made in accordance with the Department General Orders and include consideration of the availability of vehicles, seniority, and positional assignments.

The Police Chief reserves the right to establish the availability of vehicles, to determine positional assignments, to determine the process by which vehicle assignments will be made, to monitor the program to ensure compliance with the policies governing the use of the department vehicles, and to suspend or terminate an assignment or the program. The City bears the responsibility for all costs associated with the take home vehicle program.

## ARTICLE 24

### TUITION REIMBURSEMENT

The City agrees that it will continue to provide a tuition reimbursement program in which employees represented by this bargaining unit may participate. Policies concerning eligibility for reimbursement, procedures for pre-approval, payment processing, and so forth will continue to be established by the Training Division of the Human Resources Department and published in the Training Catalog which is distributed annually during the months of September or October.

The parties agree that the City shall reimburse eligible employees for seventy-five percent (75%) of their tuition costs up to the cap of one thousand dollars (\$1,000) per fiscal year at the completion of classes at eligible institutions of higher learning (e.g., St. Petersburg College and the University of South Florida).

## ARTICLE 25

### DRUG FREE WORKPLACE

Section 1. The City of St. Petersburg and the Union agree that maintaining the confidence of the citizens in their Law Enforcement Officers is of utmost importance. One vehicle for demonstrating the integrity of these employees is through a random drug testing program. Further, a random drug testing program reinforces the City's policy that its employees shall not use illegal drugs, or abuse alcohol or those drugs taken by prescription.

Section 2. A designated number of employees shall be selected each month by a computer program which generates a random list of employees. The list shall be communicated to Internal Affairs, which will have the responsibility of contacting those employees on the list and escorting them to the medical facility named by the City to serve as the sample collection site. All tests will be conducted on duty.

Section 3. When the employee arrives at the medical facility, he will provide a urine, breath, and/or blood test sample for testing; a sample adequate for split sample testing will be taken. Refusal to provide a urine, breath, and/or blood test sample will be considered insubordination and will result in termination. Chain of custody will be followed and the sample will be sent to a NIDA certified laboratory for testing. If the initial screening test indicates the presence of an illegal drug, a confirmation test will be performed using the gas chromatography/mass spectrometry (GCMS) method.

The drug test results will be forwarded to Internal Affairs. If the initial screen test was positive but the confirmation test was negative, the second result will prevail. If the confirmation test is positive, the employee will be given the option of a split sample test, whereby an independent laboratory conducts a drug test using the same sample originally collected from the employee. The cost of the split sample test shall be borne by the employee challenging the initial result. A positive confirmation test for illegal drugs will result in termination.

Section 4. Employees covered by this Agreement shall not be tested any more than three (3) times in any one calendar year. For example, if an employee's name appeared on a list of ten (10) names, and this were the fourth time the employee had been selected, the employee would not be tested and only nine (9) tests would be conducted that month.

Section 5. In order to demonstrate to a greater degree the drug-free status of certain employees and to enable the most effective prosecution of law violators possible, the City and Union agree that a separate random drug testing program which provides for a greater likelihood of selection for testing is appropriate for employees assigned to the Vice and Narcotics Unit. The identities of employees assigned to this unit will be maintained and updated only by Police Department personnel for confidentiality reasons. A list randomly generated by computer will be created each month from the employee identification numbers of employees assigned to the Department/Division account number for the Vice and Narcotics Unit. The procedures described in the above sections will apply for the purpose of drug testing Vice and Narcotics Unit employees. A drug test will also be conducted whenever an employee enters the unit or transfers from the unit. The City and Union agree that assignment to, or removal from, the Vice and Narcotics Unit is a Management Right as provided in Article 3 of this Agreement, regardless of drug test results.

## **ARTICLE 26**

### **PENSION BENEFITS**

Section 1. Retirement benefits for sworn employees covered by this Agreement shall be provided in accordance with the 1984 Supplemental Police Officers' Retirement System.

It is agreed that the 1984 Supplemental Police Officers' Retirement System, as specified by City Ordinance 708-F, as amended, and set forth in Chapter 22, Article IV, Division 6 of the City Code (Pension Plan), will remain in effect.

Section 2. The parties agree that including overtime earnings in members' compensation for the purposes of calculating pension is one of the priorities in utilizing the funds received from State premium taxes pursuant to Florida Statutes Chapter 185. Therefore, the parties agree that those funds received annually by the City from State premium tax revenues shall be utilized to include overtime hours in a member's compensation for pension calculations up to a maximum of one hundred (100) hours per member per year.

Overtime hours means those hours defined and paid by the City as overtime hours, but not including payments for extra duty or a special detail for work performed on behalf of a second party employer during off duty hours.

Employees will have pension contributions deducted for any overtime hours included in the calculation of pension benefits.

Section 3. The parties to this Agreement have agreed in the past to enhance certain benefits related to the 1984 Supplemental Police Officers' Retirement System through the collective bargaining process. Both parties acknowledge that benefit enhancements were agreed to on the

basis of a mutual expectation that the City would continue to qualify for State premium tax funding pursuant to Florida Statutes Chapter 185, without further increasing benefits beyond those referenced above, except on an incremental basis, and then only to the extent additional premium tax funding becomes available to fully fund those incremental benefits. Therefore, if the City is advised by the appropriate state agency, or an administrative or judicial court that the City's plans for sworn Officers are not in compliance with Ch. 185, and changes to any of those plans would have to be implemented in order for the City to qualify for the continued receipt of State premium tax funds, the parties agree to begin bargaining changes to maintain compliance with Ch. 185. However, consistent with Section 1 above, any plan changes that result from bargaining shall not be implemented during the term of this Agreement. Additionally, the City agrees to advise the PBA at such time as such notice is received from the appropriate State agency or court.

## **ARTICLE 27**

### **PROMOTIONAL PROCESS**

Section 1. Examinations given for the position of Police Sergeant and Police Lieutenant shall be coordinated by the Human Resources Department. Examinations shall be developed internally or by outside consultants at the discretion of the Human Resources Director.

Section 2. A job analysis will be conducted by constructing and administering questionnaires to incumbents to determine the specific importance of the required knowledge, skills, and abilities to be measured in the promotional process. The job analysis process will define the specific weights to be accorded the various components of the process.

Section 3. At least ninety (90) days prior to the scheduled written examination date, the City shall post notice of the exam. The notice shall include the date and time of the written examination and the sources from which the examination is drawn. The City shall make available reference materials for use by eligible employees preparing for the exam. Both loaner copies which may be checked out and copies which may be used in the Police Department Training Annex will be provided through the Administrative Services Bureau.

Section 4. A written exam will be administered as the first step in the promotional selection process. The source material for the test questions will be clearly identified. The number of questions from each source will be determined by the job analysis weightings. Candidates may write "challenges" to questions which they think are inappropriate, inaccurate, or in some way biased. This information will be used in conjunction with statistical item analysis information to modify the scoring of individual questions as necessary or to eliminate unsatisfactory questions from the test. The final decision about the suitability of the questions shall be made by the Human Resources Director or his designee. Sergeants who receive a passing score on the written test, said score to be determined by the information from the job analysis, shall proceed to the next step in the selection process. There is no minimum passing score associated with the Lieutenant's written test.

Section 5. The next step, an assessment center/oral interview process, will be developed by a panel of Police Department personnel from the Sergeant rank and above in conjunction with

Human Resources Department staff and/or an outside consultant. Exercises/interview questions will be developed to address the knowledge, skills, and abilities identified in the job analysis. The exercises/questions will be weighted in accordance with job analysis information to yield a final assessment/interview score. Candidates' performance will be evaluated by assessors who are law enforcement personnel at the target rank and above from both the Police Department and other law enforcement agencies, as well as at least one assessor who is a local citizen. A checklist style scoring format will be used for objectivity and all exercises/interviews may be video and/or audio recorded for documentation.

Section 6. The relative weights assigned to the written examination and the assessment center/oral interview process shall be determined based on the information from the job analysis. These two (2) scores shall be combined for a final score which will be used to rank order the candidates.

Section 7. Police Sergeant and Police Lieutenant eligibility lists shall remain in effect for two (2) years. The lists shall not be extended beyond two (2) years unless the City and the PBA mutually agree to extend the time limit of the list, and said list shall be utilized for promotions in accordance with the procedures contained in the City's Rules and Regulations of the Personnel Management System.

Section 8. The City agrees to meet to discuss any contemplated changes to the process if and when any changes are considered.

## **ARTICLE 28**

### **MAINTENANCE OF CONDITIONS**

Section 1. No employee shall be unfavorably affected by the signing of this Agreement as to wages, hours, or other conditions of employment except as may be established by the terms of this Agreement. Any written rule, regulation, policy, or procedure in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy, or procedure to be compatible with this Agreement. A consultation meeting, as provided in Article 8, Section 11, shall be deemed appropriate to resolve conflicts arising under this section.

Section 2. Employees covered by this Agreement are also entitled to the benefits and rights of the Rules and Regulations of the Personnel Management System of the City. If any conflicts occur between this Agreement and the City's Rules and Regulations of the Personnel Management System, the Agreement shall take precedence. The Agreement shall be the governing factor in all cases even though the benefits or rights may be greater or lesser than provided for in the City's Rules and Regulations of the Personnel Management System.

## **ARTICLE 29**

### **SAVINGS CLAUSE**

Section 1. If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial

authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. In the event of invalidation of any Article or Section, both the Employer and the PBA agree to meet within thirty (30) days of such determination for the purpose of negotiating a replacement for such article or section.

## **ARTICLE 30**

### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The basic and entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment, arrived at by the parties after the exercise of such right and opportunity, are set forth in this Agreement.

The Employer and the PBA for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this Agreement, unless otherwise provided for herein.

## **ARTICLE 31**

### **DURATION**

Section 1. This Agreement shall take effect retroactively to the first payroll period start date after ratification by both parties to this Agreement, and shall continue in full force and effect until its expiration date of September 30, 2016.

Section 2. Should either party desire to terminate, change, or modify this Agreement as the expiration draws near, it shall notify the other party by the month of March 2016. In the event such notice is given, negotiations for a follow-on Agreement shall begin no later than May 15, 2016. Consistent with Article 8, Section 13 of this Agreement, provisions herein may be modified during the term of the Agreement by written consent of the duly authorized representatives of the City and the PBA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized Representatives on this 3<sup>RD</sup> day of October, 2013.

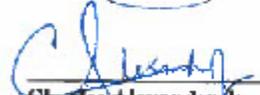
**FOR THE CITY**

  
\_\_\_\_\_  
**Christopher M. Guella**  
Labor Relations and Compensation  
Manager

  
\_\_\_\_\_  
**Melanie Devan**  
Assistant Chief

  
\_\_\_\_\_  
**Lisa McKinney**  
Major

  
\_\_\_\_\_  
**Kristen Mory**  
Senior Labor Relations Officer

  
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**Charles Alexander Jr.**  
Labor Relations Officer

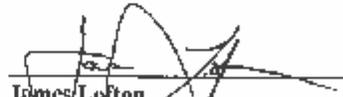
**FOR THE PBA**

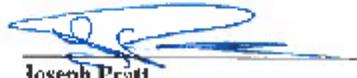
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\_\_\_\_\_  
**Michael Krohn**  
Executive Director

  
\_\_\_\_\_  
**Mark Marland**  
President

  
\_\_\_\_\_  
**Tim Brockman**  
Bargaining Team Member

  
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**Markus Hughes**  
Bargaining Team Member

  
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**James Lofton**  
Bargaining Team Member

  
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**Joseph Pratt**  
Bargaining Team Member