AGREEMENT

between

CITY OF CLEARWATER, FLORIDA

and

FRATERNAL ORDER OF POLICE

CLEARWATER OFFICERS BARGAINING UNIT

2015 - 2016
2016 - 2017
2017 - 2018

TABLE OF CONTENTS

ARTICLE #	TITLE	PAGE #
	Preamble	**1**
Article 1	**Recognition and General Provisions**	**1**
	Recognition	1
	Contract Constitutes Entire Agreement	1
	Severability and Waiver	2
	Existing Rules	2
Article 2	**Representatives of Parties**	**2**
Article 3	**Rights of Parties**	**3**
	Officers Bill of Rights	3
	City's Management Rights	4
	Union Rights	4
Article 4	**No Strike**	**7**
Article 5	**Labor/Management Cooperation**	**7**
Article 6	**Grievance Procedure**	**8**
	Definition	8
	Steps	9
	Arbitration	10
Article 7	**Personnel Practices**	**11**
	Police Officers' Duties	11
	Special Duty Call Out	11
	Off-Duty Calls	11
	Probationary Periods	12
	Promotional Procedures	13
	Establishment and Duration of Eligibility Lists	14
	Removal of Names from Eligibility Lists	14
	Appointments	15
	Productivity	15
	Training	15
	Personnel Records	16
	Residency Requirements	16
	Tobacco Product Usage	16
	Seat Belts and Safety Gear	16
	Off-Duty Concealed Weapons	17
	Physical Examinations, Inoculations, and Fitness	17
	Outside Employment	18
	Legal Protection	19
	Copies of Municipal Code	19
	Paycheck Issuance	19

TABLE OF CONTENTS

ARTICLE #	TITLE	PAGE #
Article 7 (continued)		
	Master Officer Designation	19
	Subcontracting	19
Article 8	**Leaves of Absence**	**20**
	Designated Holidays	20
	Floating Holidays	20
	Vacation	23
	Sick Leave	24
	Bonus Leave Days	27
	Leave Pool	27
	Funeral Leave	29
	Military Leave	29
	Time Off	32
	Leave Without Pay	33
Article 9	**Wages & Compensation**	**34**
	Wages	34
	Overtime	36
	Compensatory Time	36
	Shift Differential	37
	Standby	37
	Recall	37
	Acting Pay	38
	Job Assignment Pay	38
	Canine Officers	39
	Court Attendance and Standby	40
	Line-of-Duty Injury	41
	Uniform Allowance	43
	Tuition Refund	43
Article 10	**Insurance**	**43**
Article 11	**Performance & Discipline**	**44**
Article 12	**Drug & Alcohol Policy**	**45**
Article 13	**Retirement**	**46**
Article 14	**Seniority, Layoff, and Recall**	**46**
Article 15	**Duration, Modification, & Termination**	**49**
Appendix A	**Pay Schedules**	**i**

PREAMBLE

This Agreement is entered into between the City of Clearwater, Florida, hereinafter referred to as the "City" and the Florida State Lodge of the Fraternal Order of Police, Clearwater Officers bargaining unit, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, peaceful and timely means of resolving any misunderstandings or differences which may arise, and to set forth herein the full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public, and both parties hereto recognize the need for continuous and reliable service to the public. There shall be no individual arrangement contrary to the terms herein provided.

ARTICLE 1
RECOGNITION AND GENERAL PROVISIONS

Section 1. Recognition

The City hereby recognizes the Union as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the unit defined by the Public Employee Relations Commission in its certification No. 239, dated June 24, 1976, as modified by Case No. RC-91-001 (verification of election results and modification of bargaining unit to include Police Service Technicians) and amended by Case No. AC-2003-008 (substitution of F.O.P. Lodge #10 as certified bargaining agent), which certification includes all Police Officers below the rank of Sergeant, except as modified below, and Police Service Technicians. It is understood by the parties that Police Cadets who have not yet successfully completed the State law enforcement certification exam, "non-paid police reserves," "police reserves," and "police auxiliary officers," and "part-time officers" are specifically excluded from this recognition.

Section 2. Contract Constitutes Entire Agreement

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein

This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

The parties agree to bargain proposed changes in the City's Pension Plan and changes in the City's Civil Service Rules that deal with mandatory subjects of collective bargaining and any impact these changes may have on bargaining unit members.

Section 3. Severability and Waiver

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event that any clause or clauses shall be finally determined to be in violation of any law, such clause or clauses only shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

The exercise or non-exercise of the rights covered by this Agreement by the City or its employees or agents or the Union shall not be deemed to waive any such right or the right to exercise them in the future.

Section 4. Existing Rules

A Police Department rule, regulation, policy or procedure now in existence in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy or procedure to be compatible with this Agreement.

Employees shall be required to observe and comply with all current and future written rules and regulations as set forth in Departmental procedures and such special and general orders and other written communications, except those which are in conflict with this Agreement.

No disciplinary action shall be taken for violation of a newly established or amended rule or regulation until such rule or regulation has been posted for at least forty-eight (48) hours.

The Union shall be forwarded a copy of any written departmental memorandum, rule, regulation, general or special order, or policy intended for publication at least 10 days prior to the effective date such document is intended to establish a standard of conduct for members of the bargaining unit. The Union shall have the right to meet with the Police Chief or his/her designee to discuss the item.

ARTICLE 2
REPRESENTATIVES OF PARTIES

Section 1. The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in all matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and each replacement therefor during the term of this Agreement.

Authorized representatives shall be defined as the elected Officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the Office of the Police Chief at least twenty-four (24) hours in advance. Until such notice is received, the City is under no obligation to recognize the individual as an authorized representative of the Union.

Section 2. The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the City Manager or his/her representative in matters requiring mutual consent or other official action and specifically the Union agrees that neither the Union nor the employees hereunder shall seek to involve the City's elected officials in the administration of this Agreement, or otherwise in the operation of the City's Police Department. All matters relating to grievances shall be processed only through the grievance procedure as set forth in this Agreement.

ARTICLE 3
RIGHTS OF PARTIES

Section 1. Any right or working condition enjoyed by employees covered by this Agreement as the result of specific action taken by the City Manager or Chief of Police shall not be changed in an arbitrary or capricious manner.

Section 2. It is understood and agreed that sworn police officers have rights and protection under the Florida Statute commonly known as the Police Officer's Bill of Rights, Florida Statute, Sections 112.531, 112.532, 112.533 and 112.534.

Section 3. The Union and the City shall not interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and neither the City nor the Union shall unlawfully discriminate against any such employee because of membership or non-membership in any employee organization.

Section 4. The Union and its officers agree to support federal and state laws and regulations thereunder which have the effect of law and to abide by them, and further to encourage all bargaining unit members to comply with such laws and regulations at all times. From time to time, as the City issues policy statements or develops specific training programs concerning areas of prohibited discrimination under federal laws and regulations, the City may submit such policies and/or programs to the Union for their review and consideration for endorsement. If the Union determines not to endorse the policy and/or program, it shall advise the City of its reservations which have precluded it from endorsement.

Section 5. The City opposes any form of employment discrimination which is made unlawful under applicable State and Federal law. Any claim of discrimination by an employee against the City, its officers or representatives, shall not be grievable or arbitrable under the provisions of the Grievance Procedure contained herein, but shall be subject only to the method of review prescribed by law.

Section 6. City's Management Rights

A. Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, including but not limited to, its rights to determine, and from time to time redetermine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services, from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge or otherwise discipline employees for just cause; to subcontract; to alter or vary past practices with prior notification and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

B. If in the discretion of the City Manager or the Mayor it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, strikes, hurricane conditions, or similar catastrophes or disorders, this Agreement may be suspended by the City Manager or the Mayor during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended; provided, however, that any grievance arising during suspension of this Agreement will be pursuable on termination of the declared emergency.

C. Management shall not assign, reassign, discipline, demote, or discharge any employee of the bargaining unit in an arbitrary or capricious fashion.

D. The City and Union agree to bargain the impact of the exercise of Management Rights to change wages, hours or terms and conditions of employment of any person covered by this Agreement upon timely request by the Union and to the extent provided by law.

Section 7. Union Rights

A. Union Dues and Checkoff -- During the term of this Agreement the City agrees to deduct dues owed by the employee to the Union on a biweekly basis. Prior to such deduction the Union shall provide the City with a signed statement from each employee whose dues are to be deducted in a form satisfactory to the City. Any authorization for dues deduction may be canceled or amended by the employee upon thirty (30) days written notice to the City or to the City and the Union and shall also be discontinued in the event the employee is terminated or is transferred, promoted or otherwise moved out of the bargaining unit.

Upon notification from the Union as to the amount, the City shall raise the dues deduction according to the established amount provided in the Union bylaws.

This Agreement applies only to the deduction of basic membership dues and uniform assessments and shall not apply to the collection of any fines, penalties or special assessments.

In the event that an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or hospitalization insurance or other standard or legally required deductions, are not sufficient to cover dues and special assessments, it will be the responsibility of the Union to collect its dues for that pay period from the employee.

B. Stewards -- The stewards of the Union shall consist of active, current sworn employees of the bargaining unit or their designee. The Union will submit a list of the elected officers, stewards, and designees to the Chief of Police and shall notify the Chief of Police of any changes to the list.

Any steward who feels unqualified to represent a member on any matter will be permitted to contact the Union President or another steward for representation.

A steward shall not investigate or otherwise handle grievances during working hours without the expressed consent of the commander on duty. A steward shall not investigate his/her own grievance or otherwise represent himself/herself.

No employee, while on duty, shall meet and discuss any issue with a steward without first receiving approval from the appropriate supervisor on duty.

C. Indemnification -- The Union shall indemnify, defend and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with dues deduction. The Union shall promptly refund to the City any funds received in accordance with this Agreement which are in excess of the amount of basic and uniform membership dues which the City has agreed to deduct.

D. Union Time -- The Union shall be allowed up to 400 hours of time off with pay per year for the purpose of attending official F.O.P. functions, meetings or conferences. Such hours shall also be used for time spent by bargaining unit members at any meetings pertaining to the City of Clearwater where the members are specifically representing the interests of the Union. Union time off with pay shall be granted by the City for the purposes of grievance representation, labor management meetings, contract negotiations, and participation as a member or attendee of any City committee whereby the Union member appears at the behest of and in the interest of the City. Union time off with pay shall be provided for up to five Union representatives (excluding a note taker) for contract negotiations. Requests for use of this time shall be made in advance in writing and submitted on the proper form by one of the elected officers of the bargaining unit to the immediate supervisor of the bargaining unit member who will be utilizing the union time. The Police Chief or his/her designee will grant such time off provided that, in his/her sole and unlimited discretion, the efficiency of operation of the department will not be interfered with or impaired. Any portion of the time not used in an annual period, which shall be defined as a contract year, beginning with ratification shall be forfeited and shall not be carried forward into the next annual period. Union time for contract negotiations may be negotiated as part of the contract ground rules.

E. Union Notification Media -- The City agrees to provide space on bulletin boards, utilization of e-mail, or other appropriate means of distributing notices of meetings or other official F.O.P. information. The Police Chief or his/her designee shall review and approve or not approve any such posting or transmission of F.O.P. official information for distribution in any City facility. No other City bulletin board, e-mail, or other distribution methods may be used by the Union or any member of the bargaining unit for any purpose not approved by the Police Chief. Such approval shall not be unreasonably withheld. The Union is expressly prohibited from posting any information relating to political campaigns.

F. Rules and Regulations and Memorandums

(a) The President of the Union shall be forwarded a copy of any written departmental memorandum, rule, regulation, order, or policy, intended for publication to all members of the bargaining unit, which is intended to establish a standard of conduct for members of the bargaining unit.

(b) The President of the Union or his/her designee shall be forwarded a copy of the meeting time and place of the Civil Service Board in advance of that meeting.

G. Posting and Copying of Agreement -- The City and the Union further agree to provide each member of the bargaining unit, within sixty (60) days after its execution, a copy of this Agreement, printed in booklet form. The cost of printing shall be shared equally by both parties.

H. Use of Copying Equipment -- The City agrees to allow the Union officers to use the Departmental copying equipment while off-duty under the following conditions:

(a) The Chief or his/her designee shall approve the copying of any matter which shall be limited to departmental records which the Chief will not allow the Union to remove from the Department and copy using its own equipment.

(b) The Union will be charged and will remit such rate as may hereafter be established by the City in accordance with City Policy.

(c) Departmental business will of course take priority and the Union will only be allowed to make copies while the Department is not otherwise using the copier.

I. The Union may designate a Civil Service Liaison officer who shall on request be relieved from duty with no loss in pay for the purpose of attending Civil Service Board Meetings, unless the efficiency of operations of the Department will be interfered with or impaired in the sole and unlimited discretion of the Chief of Police or his/her designee.

J. The President of the Union shall, on request, be relieved from duty with no loss in pay to attend the regular monthly meeting of the F.O.P. providing operations will not be interfered with.

K. The President of the Union or his/her designated delegate shall be provided a copy of the agenda in advance of every regular City Commission meeting. If an item appearing on the agenda directly affects members of the bargaining unit, the Union President or his/her designated representative may petition the Police Chief to be relieved from duty with no loss of pay to attend the meeting. Permission will not be unreasonably withheld.

L. With prior approval and providing the department determines in its sole discretion that there will be no adverse impact to operations, the Secretary, Treasurer, State Trustee or Board Member will be permitted to attend labor meetings or the regular monthly meetings of the Lodge if they are working. However, they will be subject to call, and such meeting hours shall not be counted toward the Union time referenced in paragraph D of this Section.

M. The City shall grant the Union time off without pay on request. Requests for use of this time shall be made to the affected Division Commander via the chain of command and subsequently approved by the Chief of Police or his/her designee. The Department will grant such time off provided that in the opinion of the Department operations will not be interfered with.

ARTICLE 4
NO STRIKE

Section 1. The Union agrees that during the term of this Agreement it shall not authorize, instigate, condone, excuse, ratify, support or acquiesce in any strike, slowdown, work stoppage or any other act of like or similar nature likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union or its affiliates.

Section 2. Should the Union or its member employees covered hereunder within the City's Police Department breach this Article, then the City may proceed to the appropriate court and, without notice, obtain a temporary restraining order against such breach.

Section 3. Should any member of the bargaining unit participate in a strike as defined in Chapter 447, Florida Statutes, he/she shall be subject to dismissal, and it is expressly agreed that such violation constitutes just cause for dismissal.

Section 4. The parties specifically incorporate herein the provisions of Florida Statutes 447.505, 447.507, and 447.509.

ARTICLE 5
LABOR-MANAGEMENT COOPERATION

The City and Union support the concept of Labor-Management cooperation to address employee concerns that are not specifically provided for by contract provisions. Labor-Management cooperative efforts shall not be intended to bypass established grievance procedures or the right of collective bargaining. Labor-Management cooperative efforts shall be utilized for the purpose of discussion and input from both parties on matters that may be mutually resolved and are not subject to collective bargaining, grievance, or litigation processes.

ARTICLE 6
GRIEVANCE PROCEDURE

It is the intent of this Article to provide a means for the fair, expeditious, and orderly settlement of disputes that arise under this Agreement between the Union and/or a bargaining unit member and the City. All employees and supervisory personnel should make every effort to settle differences at the lowest possible step outlined in this Article.

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement, except as exclusions are noted in other articles of this Agreement. Prior to the filing of a grievance, the employee shall meet and discuss the issue with the immediate supervisor.

Section 2. All grievances filed shall refer to the specific Article and Section of this Agreement upon which the grievance is based and shall contain a concise statement of the facts alleged to support the grievance and shall be signed by the grievant. Grievances must be filed on proper forms supplied by the City and all information must be furnished, including a request for Union representation if desired at each step. The grieving party must state in writing the remedy sought to resolve the grievance. No grievance form may be amended from the original written grievance at the initial step of the Grievance Procedure. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement, the laws of the United States, the State of Florida, and the Charter and Ordinances of the City of Clearwater. Where the term "working days" is used in this Article it shall refer to Monday through Friday. Saturdays, Sundays and days designated as holidays are excluded. Probationary employees, including Police Recruits and Police Officers, shall not have access to the Grievance Procedure for any matter of discipline (including discharge), assignments, scheduling or access to training opportunities. Any grievance by a regular employee relating to suspension or dismissal shall be initiated at Step 3.

On behalf of employees covered by this Agreement, the Union hereby waives any right of these employees to resort to the Civil Service Board concerning any matter defined in this Agreement. This shall specifically include grievances relating to suspensions, demotions and dismissals.

Grievances may be filed and processed by the Union except grievances of discipline which must be initiated by the disciplined employee.

As used in this Article, the term "employee" may also mean a group of employees having the same grievance. In such event, one employee shall be designated by the group of employees to act as a spokesperson and shall be responsible for processing the grievance. All employees in the group shall be identified, however only the spokesperson needs sign the grievance.

STEP 1

If the issue is not resolved by the immediate supervisor, the aggrieved employee shall present his/her grievance in writing to his/her lieutenant within ten (10) working days after the employee has knowledge or constructive knowledge of the occurrence of the action giving rise to the grievance. If there is no lieutenant in the employee's chain of command, the aggrieved employee shall appeal to the next step. The lieutenant shall review the grievance and meet with the employee and an official bargaining unit Steward or other representative if one is requested. Discussions shall be informal for the purpose of settling differences in the simplest and most direct manner. The lieutenant shall submit a decision in writing to the aggrieved employee within ten (10) working days from the date the grievance was presented to him/her. Where the lieutenant determines that he/she is unable to respond due to circumstances of the grievance which may require a decision at a higher level, he/she may respond by denying the grievance.

STEP 2

If the grievance is not settled in the first step, aggrieved employee within ten (10) working days of the date of the answer in the first step, shall present it to the Division Head or his/her designee. The grievance shall refer to the specific section of the Agreement upon which the grievance is based and shall contain a concise statement of the facts. The grievant will not be entitled to modify or add to the specific sections alleged in his/her written grievance. The Division Head or his/her designee shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days of receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by an official bargaining unit Steward or other representative. The Division Head shall notify the aggrieved employee of his/her decision in writing not later than ten (10) working days following the meeting day.

STEP 3

If the grievance is not settled at the second step, the aggrieved employee shall, within ten (10) working days of the date of notification from the Division Head or his/her designee, present the written grievance to the Chief of Police or his/her designee. The Chief of Police or his/her designee shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by an official bargaining unit Steward or other representative. The Chief of Police or his/her designee shall notify the aggrieved employee of his/her decision in writing not later than ten (10) working days following the meeting day.

STEP 4

If still unresolved, the grievance and all responses may be submitted to the City Manager or his/her designee within ten (10) working days of the time the response was due in Step 3. At the request of the employee, the City Manager or his/her designee shall meet with the employee and an official bargaining unit Steward or other representative if requested. The City may determine who shall meet with the employee. Within ten (10) working days, the City Manager or his/her designee shall notify the employee, in writing, of his/her decision. If a grievance is not submitted to the City Manager, it shall be deemed to have been resolved at Step 3 to the employee's satisfaction.

Section 3. In the event that the grievance is still unresolved, the matter shall be submitted to final and binding arbitration as provided in this Section.

A. Within ten (10) working days of the decision of the City Manager, the Union or the aggrieved party, as applicable, shall notify the City Manager of its intent to arbitrate. Concurrently, said party shall request from the Federal Mediation and Conciliation Service a list of seven (7) names of qualified arbitrators. Within ten (10) working days after the receipt of such a list, representatives of the parties shall meet and each party shall strike three (3) names. The party filing the grievance shall strike the first name, and then the other party shall strike a name. The process shall then be repeated and the remaining name shall be the arbitrator selected and notified of his/her selection as arbitrator. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall pay its own expense for its representative, counsel and witnesses. The fees of the arbitrator and other expenses of arbitration, including the appearance fee of a court reporter and the cost of any transcript to be provided to the arbitrator, shall be shared equally by the City and the aggrieved party. The decision of the arbitrator shall be final and binding on both parties, except that either party may petition for review in the circuit court.

   The arbitrator shall have no power to amend, add to or subtract from the terms of this Agreement, and if the City has denied the grievance on the basis that it was not timely filed at Step 2 of the grievance procedure for individual grievances or at Step 3 for grievances which bypass the first two steps, and further if the arbitrator finds that the grievance is not timely filed, then the arbitrator shall have no power to grant relief.

B. Copies of the decision of the arbitrator made in accordance with the jurisdiction and authority of this Agreement shall be furnished to both parties within thirty (30) days from the filing of briefs by the parties.

C. The arbitrator shall arbitrate solely the issue presented.

D. Unless otherwise mutually agreed upon, the submission to the arbitrator shall be based on the original written grievance submitted in the grievance procedure.

Section 4. Formal Processing of Grievance Initiated By City

Where any provision of this Agreement involves responsibility on the part of the Union which, in the view of the City, is not properly being carried out, the City may present the issue to the Union as a grievance. If such grievance cannot be resolved by discussion between the City and the unit representative on an informal basis, the grievance may be formally filed in writing by the City Manager or his/her designee by giving written notice to the business agent of the Union. Such notice shall indicate the provision(s) of the Agreement which the City contends is/are not properly being carried out by the Union. If not resolved within ten (10) working days following receipt by the Union of the written grievance, the City may submit the grievance to arbitration under the provisions of Section 3 of this Article.

ARTICLE 7
PERSONNEL PRACTICES

Section 1. Police Officers' Duties

A. The Union agrees that the duties of Police Officers covered by this Agreement involve the performance of general police duties. The City agrees that members of the bargaining unit shall not be required to perform duties or functions not reasonably consistent with the job specifications and duties as set forth in their respective job descriptions or reasonably related to the performance of functions of the Police Department.

B. The City agrees that members of the bargaining unit shall not be required to change automobile tires, except in emergencies; nor shall they be required to manually push disabled motor vehicles; however, they shall make appropriate efforts to remove such disabled motor vehicles where the elimination of blocked or congested traffic flow or related safety needs is such as to reflect that the disabled motor vehicles should be reasonably relocated from the scene. Supervisors will be provided a noose for use by Police Officers in moving dead animals.

Section 2. Special Duty Call Out

A. All employees who are covered by this Agreement shall receive notice of any special duty detail, not less than 5 working days prior to that event including canine demonstrations.

B. This section shall not pertain to emergencies or to unplanned or unscheduled events. Such occurrences shall be conducted in accordance with established City policies and procedures.

C. Employees assigned to the Criminal Investigation Division, Patrol Special Operations section, Traffic section, or community policing teams are subject to adjustments of their hours and/or days to meet the circumstances at hand. Management will give as much notice as possible when such adjustments are made but it is understood that hours must be flexible.

Section 3. Off-Duty Calls

When a bargaining unit member is called by telephone by a supervisor, member of the State Attorney's office, or a coworker who has been directed to do so by a supervisor for departmental business solely to respond to a request for needed information, the employee shall be credited with time worked as follows:

(a) If the call is six (6) minutes or less, the employee shall be credited with one-tenth of an hour of work time.

(b) If the call is greater than six (6) minutes, the employee shall be credited with the actual time involved for work time.

(c) If the employee is called by a supervisor, member of the State Attorney's office, or a coworker who has been directed to do so by a supervisor, and as a result of the call is required to take an official action at home on behalf of the City to obtain information, to call other employees in the line of duty, to take other action on behalf of the City, and/or subsequently to call the supervisor or other designated City personnel with a response, the employee shall be credited with actual time involved in complying with the supervisory directive. In such event, the employee shall be required to provide his/her supervisor with a full accounting of the time and work for which the employee is to be paid.

(d) Employees shall be compensated for any self-generated telephone calls that are deemed appropriate and duly authorized for payment by their immediate supervisor.

Section 4. Probationary Periods

A. Police Service Technicians shall serve an initial probationary period of six (6) consecutive calendar months during which time the Department shall observe and review the employee's job performance, attendance, attitude and adherence to Departmental and City requirements.

If during the initial probationary period, or at the end of such period, the Department determines that the employee fails to meet and/or adhere to requirements or is unfit and/or otherwise unsatisfactory, said employee may have his/her initial probationary period extended at the discretion of the Police Chief or his/her designee or may be separated by the City. The employment status of an employee whose probationary period is extended shall remain the same as that during the initial probationary period. An employee who is separated during or at the expiration of the initial probationary period or any extension thereof shall have no right to a grievance under this contract. The City shall present to the employee reasons for separation in such event.

In the event that the employee was previously a certified City employee who was promoted, said employee may have his/her promotional probationary period extended, or may be returned to his/her former position provided the position is still vacant and with the approval of the former Department Director, or may be re-assigned to another position at the same or lower level for which the employee is determined to be qualified, or if none of the above may be separated and have his/her name placed on a re-employment list for the former position. However, if such employee has committed a serious infraction which warrants dismissal, then the employee shall be dismissed and not have his/her name placed on a re-employment list.

B. Police Officers, from the date of promotion or appointment to the classification of "Police Officer," shall serve an initial probationary period consisting of the time required to successfully complete the Field Training Officer Program and an additional twelve (12) consecutive calendar months following the successful completion of the Field Training Officer program during which time the Department shall observe and review the employee's job performance, attendance, attitude, and adherence to Departmental and City requirements.

If, during the initial or promotional probationary period or at the end of such period the Department determines that the employee fails to meet and/or adhere to requirements or is unfit and/or otherwise unsatisfactory, said employee may have his/her initial or promotional probationary period extended or may be separated by the City. The City shall present to the employee reasons for separation in such event. An employee who is separated during or at the expiration of the probationary period shall have no right to a grievance under this contract.

A City employee who has been previously certified under Civil Service rules in another classification and who is promoted to Police Officer and subsequently fails to satisfactorily complete the promotional probationary period as a Police Officer may have his/her promotional probationary period extended, or may be returned to the former non-police City position which the employee previously held as a certified employee provided the position is still vacant and with the approval of the former Department Director, or may be re-assigned to another position of the same or lower level for which the employee is determined to be qualified, or if none of the above may be separated by the City and placed on the re-employment list for the former position. However, if such employee has committed a serious infraction which warrants dismissal, then the employee shall be dismissed and-not have his/her name placed on a re-employment list.

Section 5. Promotional Procedures

A. All non-probationary Police Officers who have completed five years of service as an Officer in the Clearwater Police Department shall be eligible to compete for the position of Police Sergeant and all non-probationary Police Service Technicians shall be eligible to compete for the position of Police Service Technician Supervisor, provided they have satisfied the minimum qualifications as established by the City Manager/designee.

B. The minimum educational requirement for promotion to Police Sergeant shall include a two-year degree, or the equivalent credit hours from an accredited college or university.

C. The promotional eligibility process for Police Sergeant will consist of an evaluation of established criteria which may include a written examination, oral interview, education and prior experience, specialized assignments, performance evaluations, prior disciplinary actions, seniority, or other factors as determined by the Police Chief. Such criteria shall be noted on the announcement of each eligibility determination process, and shall be weighted and scored to obtain a final eligibility rating for each candidate. The promotional process for Police Service Technician Supervisor shall be based upon an evaluation of the education and experience of the candidates as detailed in a written Training & Experience questionnaire.

D. Upon promotion, employees shall be placed into the step in the higher level classification that represents at least a 5% increase in base pay. Employees who at the time of promotion are receiving Job Assignment Pay in accordance with Article 9, Section 8 of this Agreement shall be entitled to have incorporated into their base pay, prior to the calculation of the promotional increase, the greater amount from paragraph A or paragraph B of that Section. Such employees shall be placed into the step in the higher level classification that represents at least a 5% increase above the combined rate of pay and shall thereafter be eligible to receive Job Assignment Pay and any other additional pays in accordance with the respective terms and conditions of this or other applicable Agreement.

Section 6. Establishment and Duration of Lists

The promotional eligibility lists for Police Sergeant and Police Service Technician Supervisor shall be established each time an opening exists. Names of candidates shall be placed on the Police Sergeant eligibility list in order of the final eligibility rating determined by the established evaluation process, and names of candidates shall be placed on the Police Service Technician eligibility list in alphabetical order of all persons who have been determined to meet the minimum eligibility criteria. The City shall not be required to prepare a promotional eligibility list solely because there is not an available list, unless there is a current opening.

Section 7. Removal of Names from Lists

Names of eligibles shall be removed from the appropriate Eligibility List by operation of any of the following:

(a) Appointment through certification from such list to fill a permanent position.

(b) Written statement by the eligible that he/she is not willing to accept appointment. Such statement may be restricted to a limited period of time if based on reasons satisfactory to the Human Resources Director.

(c) Declination of appointment when appointment is offered by the Police Chief or City Manager/designee.

(d) Separation from the City service of an employee on a promotional list.

(e) Disability that prevents the eligible from performing satisfactorily the duties of the position.

(f) Removal from the employment area designated by the City when such residence is ~~was~~ required as a condition of appointment.

(g) Determination by the Human Resources Director that the eligible has been found to lack any of the established qualifications for the position.

(h) Names of eligibles may be removed from the Eligibility List if the City deems that the eligible willfully or knowingly gave wrong information, withheld information, or evaded in responses relating to his/her employment background, training, education, or character.

(i) Any examinee who divulges to any other person information relating to questions and/or materials contained in a test will be subject to disqualification from the Eligibility List and to discipline.

Section 8 Appointments

Selection from the Eligibility List shall be at the sole discretion of the Police Chief. Selection criteria shall be developed and may include such factors as ranking on the eligibility list, demonstrated job performance, aptitude, capacity, knowledge, character, or other qualifications. Such selection criteria will be announced at the time candidates are advised that a selection process will be conducted.

An eligible who has been interviewed for an opening need not be interviewed again for a period of two years unless the eligible requests such. The department shall counsel with any eligible who is not selected for promotion upon the request of the employee.

The City and Union agree that this Section may be reopened during the period from October 1, 2012 to September 30, 2015 for the purpose of negotiating mandatory subjects of bargaining related to the promotional selection process only. If this Section is reopened and the parties are unable to reach agreement, the existing language and related process shall be maintained as the status quo, and shall not be subject to the impasse procedure.

Section 9. Productivity

The Union recognizes that productivity is of utmost concern to the City and is critical to the provision of services to the citizenry in an efficient and effective manner. The Union acknowledges, except as expressly limited by the provisions of this Agreement, that the City may introduce new methods, processes and equipment, implement new technology, and establish work measurement standards to determine performance levels; that it may develop flexible job assignments and shifts; that it may establish innovative programs to improve the provision of public services or to reduce the cost of providing such services; and that it may take such other actions as it deems appropriate to improve productivity.

Section 10. Training

Notification of schools, training, and career development courses which the Department determines appropriate will be made available to all bargaining unit members in sufficient time for officers to make application for attendance. Officers who desire to attend will complete the departmental training request form and submit it to their supervisor. The department will select officers for attendance using these criteria:

(a) Ability of the officer as shown in performance evaluation.

(b) The officer's duties and assignments (past, present and future).

(c) Seniority in the department.

(d) The officer's demonstrated interest.

(e) Available personnel and staffing needs of the Department.

(f) The amount of prior training received.

All time spent in training which has been duly authorized by the Department shall be compensated as hours worked unless (1) attendance at the training is voluntary **and** (2) the training occurs outside the employee's regular work hours **and** (3) the employee performs no productive work **and** (4) the training is not directly related to the actual performance of the employee's present assignment. Employees assigned to training must receive approval from their immediate supervisor prior to performing any additional work outside of the actual time spent in training while on the training assignment. All such work hours when duly authorized shall be paid in accordance with the provisions of the Fair Labor Standards Act.

Section 11. Personnel Records

It shall be the right of any member of the bargaining unit at reasonable times to inspect his/her personnel file, and at his/her expense to make copies of such personnel file or portions thereof. When a personnel record of a member of the bargaining unit is furnished to the public pursuant to a request therefor, such information shall be released in accordance with Florida Statutes governing public records. The employee shall be notified as soon as possible whenever his/her Internal Affairs, Police Department, or Human Resources Department file is accessed by someone other than the employee. If the employee is absent from duty, his/her immediate supervisor shall be notified and shall attempt to contact the employee, and if unsuccessful shall inform the employee upon his/her return to work.

Section 12. Residency Requirements

Except as provided by Department General Orders, any existing employees who move to a different residence and all new hires as a condition of employment shall establish and maintain their bona fide, permanent residence within the following geographical boundaries: Pasco County, Pinellas County and Hillsborough County from the western boundary eastward to Interstate 75. When response times are an operational factor in special duty assignments, the Police Chief may consider residency location in selecting personnel to such special duty assignments. Employees may request special permission from the Chief of Police to reside outside the specified area. Violation of this provision shall be just cause for discipline.

Section 13. Tobacco Product Usage

Sworn employees in the bargaining unit hired on or after December 15, 1986, are prohibited from smoking or chewing any form of tobacco product, both on and off the job during their employment with the City. Police Service Technicians hired on or after October 1, 1991, are prohibited from smoking or chewing any form of tobacco product, both on and off the job during their employment with the City. In addition to the above, effective October 1, 2009 all bargaining unit members will comply with the City's Tobacco Product Usage Policy. Violation of this provision shall be grounds for discipline.

Section 14. Seat Belts and Safety Gear

All employees are required to wear seat belts when driving or riding as a passenger in City vehicles or in a personal vehicle on City business, except in cases of operational necessity or when a City car does not have available seat belts. Employees are further responsible for attempting to secure compliance with the required use of seat belts by all other occupants in any vehicle they are driving (City or personal) when on City business.

Whenever an employee is furnished with City safety gear, he/she shall wear it whenever he/she is on duty. An employee who has requested personal body armor (bullet resistant vest) either as original issue for new hires or as a replacement due to wear shall not be placed on patrol duties or hazardous assignments until such equipment has been issued.

Section 15. Off-Duty Concealed Weapons

An off-duty officer shall have the right to carry on or about his/her person a concealed weapon, provided that such officer has met departmental qualification standard for the firearm, that such firearm has been duly approved by the Department, and that such firearm is periodically inspected by the Department or other qualified armorer if such firearm is not issued by the Department. This weapon may only be used to perform law enforcement functions.

Any officer wishing to carry an off-duty firearm for which the Department armorer is unqualified to perform maintenance will be authorized to carry the firearm provided that the firearm is otherwise approved and that the officer provides at his/her own expense an annual certification to the Department that the firearm has been inspected and approved by a qualified armorer.

Only hand guns of the caliber listed below shall be approved for off-duty use:

.380; 9mm; .38; 357 magnum; 10mm; .40; .41; .44; and .45.

Officers who are temporarily assigned to Department approved undercover assignments other than full-time Detective assignments may carry their Department issued firearm or a personally owned "off-duty" firearm provided that the Officer has met the Department's qualification, inspection, and any other requirements for off-duty weapons as defined herein and in accordance with Department policy.

Officers shall carry only ammunition approved by the Department armorer in both their on-duty and off-duty firearms. The Department will provide ammunition for on-duty use, qualifying, and open range day only for Department issued firearms or for Department authorized off-duty firearms of the same caliber as the Department issued firearms only. It will be the officers' own responsibility to provide ammunition for any other approved caliber, including training ammunition.

Section 16. Physical Examinations, Inoculations, and Fitness

A. The City and Union agree that the physical fitness of police officers is of importance to insure the public of quality police service. Police Officers are required to undergo an annual physical examination as determined by the Police Chief. Physical examinations shall be in accordance with current medical guidelines that are gender and age specific.

During the first year of the agreement (October 1, 2015 through September 30, 2016), the physical examination will be performed by the employees' Primary Care Physician or by a Life Scan Wellness Center, at the option of the employee. Commencing with the second year of the agreement, the Life Scan Wellness Examination will be mandatory for all Police Officers.

The cost of the employee's co-payment for the physical examination or Life Scan Wellness Examination will be paid by the City. The employee shall schedule the physical examination with his/her own Primary Care Physician. The employee shall provide the Department a "Fitness for Duty Report" from the Primary Care Physician which shall include, but not be limited to, the specifics of any heart related condition including preventive care recommendations.

B. In the event that the Department determines that an officer requires an inoculation or immunization as the result of exposure to a disease or illness in the line of duty, then the same immunization or inoculation will be made available to the members of the officer's household.

C. Proof of the exam must be submitted prior to the employee's annual performance evaluation date.

D. Employees may schedule said physicals while on duty. It is the employee's responsibility to ensure that the physical is completed, and no employee shall be paid for time spent taking a physical unless that time falls within his/her assigned shift. However, evening and night shift employees shall be permitted with the approval of their supervisor to flex time within the same work week for time spent taking the physical. The maximum amount of flex time permitted for employee physicals shall be two hours per office visit up to a maximum of two visits unless otherwise authorized in advance by the Department.

E. The parties agree that the physical condition of the employee is of great concern to the employee and to the City. All employees whose physical fitness or medical status is deemed deficient in some manner as a result of the physical examination shall be advised by the Department and shall be encouraged to undertake a fitness rehabilitation program in an effort to improve their physical fitness and health. The Life Scan Examination will not be used as the sole justification for a fitness for duty examination.

The City shall provide free access for all bargaining unit members to any City recreational facility. Additional fees for programs conducted at such facilities shall be borne by the employee. It is understood by all parties that the decision whether to use such facilities is completely voluntary on the part of the bargaining unit members, and time spent using such facilities shall neither be paid nor will any accidents or injuries incurred while utilizing such facilities be compensable under workers compensation.

F. The City and the Union may mutally agree to reopen negotiations to discuss monetary incentives for physical fitness.

Section 17. Outside Employment

Outside employment of bargaining unit members shall be subject to provisions of the City's Civil Service Rules & Regulations and the Departmental Rules and Regulations governing outside employment, provided further however, that police-related "extra-duty" employment shall be limited to a maximum of 20 hours per week. During periods of unusual seasonal demand, exceptions to the 20-hour maximum will be considered by the Police Chief or his/her designee, who shall approve or deny such requests in his/her sole and unlimited discretion.

The City and Union agree that this Section shall upon the request of either party be reopened for the purpose of negotiating mandatory subjects of bargaining related to "extra-duty"

employment and any specific impact such program may have on any existing provisions or items affected by such program. However, items affecting wages, hours, or terms and conditions of employment shall be implemented only upon the mutual agreement of the parties.

Section 18 Legal Protection

The City agrees to defend any member of the bargaining unit who is sued for damages as a result of actions taken in the scope of his/her employment with the City to the extent provided in Chapters 111 and 768 FS. The employee agrees to cooperate with the City in providing this defense.

Section 19. Copies of Municipal Code

The City agrees to provide copies of those portions of the City Code of Ordinances relating to penal offenses to members of the unit upon request.

Section 20. Paycheck Issuance

Paychecks shall be available on the same day that the paycheck is dated to be issued to employees both coming on and going off shift at their assigned work location at the start or end of the respective workday as applicable.

Employees shall be required to elect to receive the entirety of their pay in either standard hard copy paycheck format or through direct deposit by electronic transfer, and will not be permitted to split their pay between the two mediums. Employees may elect to change from one payment medium to the other at any time provided 14 days written notice is given to the City's payroll division.

Section 21. Master Officer Designation

The City and Union agree that this Article may be reopened during the period from October 1, 2012 to September 30, 2015 for the purpose of negotiating mandatory subjects of bargaining related to the development and implementation of a Master Officer designation only. If this Article is reopened and the parties are unable to reach agreement, the existing language shall be maintained as the status quo, and shall not be subject to the impasse procedure.

Section 22. Subcontracting

The City agrees that for the period from October 1, 2015 through September 30, 2018, the City shall not contract with another entity to supplant or displace any budgeted positions currently represented by the Fraternal Order of Police Clearwater Officer's bargaining unit. This agreement does not preclude the City from pursuing cost savings or operational consolidations, including the reduction of budgeted positions, that do not result in the supplanting or displacing of any bargaining unit member by an outside source.

ARTICLE 8
LEAVES OF ABSENCE

Section 1. Holidays

A. There shall be nine (9) paid holidays. They shall be:

New Year's Day	January 1
Martin Luther King Day	Federal Holiday
President's Day	Federal Holiday
Memorial Day	Federal Holiday
Independence Day	July 4
Labor Day	Federal Holiday
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

The City shall permit the use of bargaining unit seniority within existing bid practices to determine whether an employee will work on holidays and reserves the right to determine the appropriate level of staffing and the schedule employees will observe on the holidays. This applies to all bargaining unit employees.

If an employee is scheduled to work on a holiday, the employee's scheduled shift must have the majority of hours on the actual scheduled holiday to receive holiday pay. Additional time worked immediately preceding or following the holiday shift does not determine holiday pay.

B. In the event that one of the above named holidays occurs during the course of an employee's vacation, then the employee shall not be charged for the vacation leave.

C. In the event that one of the above named holidays occurs while an employee is on paid sick leave, the employee shall receive holiday pay at his/her straight time rate and shall not be charged sick leave pay for that day. In the event the employee is on sick leave without pay, or any other form of time off without pay, the employee shall not be paid for the holiday.

D. Employees who work eight (8) hours or more on Christmas Day, New Year's Day, Independence Day, and Thanksgiving Day shall be paid at a rate of 2-1/2 times regular pay.

E. An employee may be required to work all or part of any holiday even though it may be his/her regularly scheduled day off. When a holiday falls on an officer's regular day off, 8-hour and 10-hour officers are paid eight (8) hours holiday pay. Both types of employees have worked 40 hours and are paid 48 hours – a full week plus one (1) holiday.

F. Floating Holidays: In addition to the designated holidays above, employees shall be entitled to up to four (4) floating holidays as herein provided. Neither the holidays listed in paragraph (A) above nor any day for which an employee is not scheduled to work may be selected as a floating holiday.

Floating holidays shall be subject to the following requirements and conditions:

(a) No employee may utilize floating holidays until thirty (30) calendar days after his/her employment.

(b) During the first year of hire, floating holidays shall be prorated on a quarterly basis in accordance with the following:

Date of Hire	Floating Holidays Awarded
January to the end of March	4
April to the end of June	3
July to the end of September	2
October to the end of December	1

(c) Floating holidays must be taken in full-day increments and may not be carried over from one payroll calendar year to another, and if not taken are forfeited except as provided in paragraph (d) below.

(d) An employee may elect to take one or more floating holidays for which he/she is eligible (and has not taken or scheduled) as a cash stipend. The employee will be paid eight (8) hours for each floating holiday for which the employee makes this election.

(e) Floating holidays are scheduled at the mutual convenience of the employee and the Department.

G. Pay procedures regarding specific situations as related to holidays follow:

NOTE: Officers cannot take leave time (comp time, vacation, sick leave, etc.) in lieu of a holiday. An officer normally scheduled to work the holiday, must take the day as a holiday. If an officer calls in sick when scheduled to work, the officer shall receive holiday pay (8 hours for the 5/8 employee and 10 hours for the 4/10 employee) and shall not be charged sick leave.

(a) Procedure when holiday falls on officer's scheduled work day but officer takes the day off: Pay eight (8) hours holiday pay for the 5/8 shift and ten (10) hours holiday pay for the 4/10 shift. Both types of employees are paid for 40 hours -- a standard work week minus one work day plus one day holiday.

(b) Procedure when holiday falls on officer's scheduled work day and officer works the day: Employees on both 5/8 and 4/10 shifts receive eight (8) hours of holiday pay. Employee is paid regular hours for hours worked.

(c) Procedure when holiday falls on officer's scheduled work day and officer works "overtime" (time beyond the normal daily schedule of officer): Employees on both 5/8 and 4/10 shifts receive eight (8) hours of holiday pay. Employee is paid regular hours for hours worked. Whether the overtime hours are straight overtime or premium overtime is determined by the total "sweat" hours paid for the work week. There is no extra holiday pay for hours worked over the basic shift.

(d) Procedure when holiday falls on officer's scheduled work day and officer takes part of the day off: Employees on both 5/8 and 4/10 shifts receive eight (8) hours of holiday pay. Employee is paid regular hours for hours worked. A Police Officer who is required to take the day off as a holiday when he/she would otherwise have been working the day as part of his/her regular workweek shall receive holiday pay for the day in accordance with his/her schedule and such hours shall count as hours worked towards the calculation of overtime.

(e) Procedure when holiday falls on officer's regular day off, but officer works overtime: Employees on both 5/8 and 4/10 shifts receive eight (8) hours holiday pay. The overtime hours are turned in as overtime. Whether the overtime is straight overtime or premium overtime is based on the total hours worked in the work week.

(f) Procedure when premium holiday falls on officer's scheduled work day and employee works his/her scheduled day: Employee receives 2-1/2 times regular pay for all hours worked.

(g) Procedure when premium holiday falls on officer's scheduled work day and officer works "overtime" (time beyond the normal daily schedule of the officer): Employees receives 2-1/2 times regular pay for all hours worked.

(h) Procedure when premium holiday falls on officer's scheduled work day but officer takes part of the day off: If the employee works eight (8) hours or more, all hours worked are paid at 2-1/2 times regular pay. If the employee works less than eight (8) hours, he/she is paid eight (8) hours holiday pay at the regular rate of pay plus all hours worked at the regular rate of pay.

(i) Procedure when premium holiday falls on officer's regular day off but officer works overtime for a special detail: If the employee works less than eight (8) hours, he/she is paid eight (8) hours holiday pay at the regular rate of pay and all hours worked at the rate of pay as determined by overtime calculations. (If the employee works eight (8) hours or more, all hours worked are paid at 2-1/2 times regular pay.)

NOTE: In case of a premium holiday, the 2-1/2 times regular pay rate does not apply unless the employee works eight (8) hours or more on the holiday.

Section 2. Vacations

A. Accrual of Vacation Leave

1. Vacation leave shall be accrued on a bi-weekly basis and will be pro-rated according to hours in a paid status for all full-time employees in accordance with the number of completed years of credited service as follows:

Completed Years of Service	Biweekly Accrual	Vacation Hours
0	3.077	0
1 - 2	3.077	80
3	3.385	88
4	3.692	96
5	4.000	104
6	4.308	112
7	4.615	120
8 - 10	4.923	128
11	5.231	136
12	5.538	144
13 - 14	5.846	152
15 – 19	6.154	160
20 & Over	6.462	168

2. The vacation year shall be the calendar year.

B. Use of Vacation Leave

1. The use of vacation leave shall be authorized in accordance with Police Department Regulations.

2. If service requirements permit and with the approval of the Department, an employee may use his/her accrued vacation in increments of tenths of an hour.

3. All bargaining unit employees are entitled to use at least two (2) weeks of accrued vacation leave per year.

4. The borrowing of vacation time prior to its accrual is prohibited.

5. There is no advancing of vacation pay.

6. An employee must be employed for six (6) months prior to requesting the use of vacation leave.

7. Compensatory time off may be taken in conjunction with a regular vacation if authorized.

C. Maximum Accrual of Vacation Leave

The maximum amount of vacation leave that may be accumulated is 320 hours.

D. Payment and Accrual During Military Leave

1. An employee granted an extended military leave of absence for active duty in accordance with the City's Emergency Military Leave Supplementary Compensation Policy shall be paid all accrued leave upon the employee's request when the employee begins the extended military leave.

2. An employee returning from an extended military leave of absence shall accrue vacation leave for the period of military service not to exceed 320 hours.

E. Conversion to Sick Leave or Funeral Leave During Vacation Leave

1. The employee may request that vacation leave be changed to sick leave if the employee or member of the employee's immediate family becomes ill for more than three (3) consecutive days, while the employee is on vacation leave.

2. The employee may request that vacation leave be changed to funeral leave provided the request is consistent with Funeral Leave provisions of this Agreement.

F. Payment of Unused Vacation Leave

Payment of unused vacation leave will be paid upon voluntary separation of the employee up to a maximum of 320 hours, provided the employee was not dismissed for cause and has more than one year of continuous service. Payment will be made at the base rate exclusive of any premium pay or shift assignment pay.

Section 3. Sick Leave

For payroll purposes, a payroll calendar year begins with the first day of the first pay period for the first pay check date in the calendar year and ends with the last day of the last pay period for the last pay check in the calendar year.

A. Sick Leave Accrual

Employees shall accrue sick leave each payroll period based on hours in a paid status. Employees shall accrue 3.693 hours of sick leave on a biweekly basis. (i.e., An employee on a forty-hour work week earns twelve (12) days per calendar year.)

B. Sick Leave Accrual Caps

Employees may accumulate up to 1560 accrued hours.

C. Sick Leave Balance Transfers and Restoration

1. Sick leave balances are restored to an employee recalled from layoff or returned from a leave of absence.

2. Sick leave balances remain the same upon transfer to another department or classification.

3. Sick leave balances are converted to equivalent days if an employee changes to a different hourly work week. (i.e., Forty-hour work week to thirty seven and one-half hour work week, and vice versa.)

4. No sick leave balances are restored after a break in service.

D. Calculation for Use of Sick Leave

Sick leave may be authorized in increments of tenths of an hour.

E. Authorized Use of Sick Leave

Sick leave is not a privilege to be used at the employee's discretion. It shall be authorized only for absences:

1. Due to personal illness or physical incapacity.
2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance on duty.
3. Due to dental appointments, physical examinations, or other personal or family sickness prevention measures.
4. Due to illness of a member of the employee's immediate family which requires the employee's personal care and attention. "Immediate family" shall mean parents, stepparents, grandparents, children, stepchildren, grandchildren, brothers, sisters or present spouse of the employee and the "immediate family" of the employee's spouse, or other permanent member of the "immediate household" living together as family.

F. Authorization of Sick Leave

1. An employee requesting authorization of sick leave shall inform an on-duty supervisor or the desk officer at least one-half hour prior to the regularly scheduled reporting time; the specific reason, and where (phone number and address) the employee will be while on sick leave. This address and phone number will be updated whenever the address or phone number changes during the period of sick leave.

2. Failure to do so may be the cause for denial of sick leave and other disciplinary action.

G. Payment for Unused Sick Leave

Upon separation from the City service, an employee shall be paid for one-half (1/2) of his/her accumulated unused sick leave up to 1560 hours, provided:

1. That the rate of payment shall be based on the regular hourly rate (excluding shift differential or any other addition to base pay) of the employee on the last day worked prior to separation. The hourly rate will be adjusted in accordance with base biweekly pay if the employee is on a work schedule other than forty (40) hours per week. The employee may request that one-half (1/2) the payment for unused sick leave be made at separation and one-half (1/2) the payment be made in the first payroll period in the next calendar year.

2. The employee if sworn has had at least twenty (20) years of continuous service with the City; or if not sworn retires on City Pension, is involuntarily separated (including disability or layoff), or retires under Federal Social Security with a minimum of five years service. Leaves of absence without pay, suspensions, and layoffs followed by subsequent re-employment shall not be considered as breaks in service. The length of such time off or layoff shall be deducted from the total length of service. Military leaves and leaves during which the employees are receiving Workers' Compensation shall not be deducted from continuous service.

3. That the separation is involuntary on the part of the employee, including disability (incurred on or off the job) and layoffs.

4. The employee's estate shall receive payment if an employee dies.

5. An employee who has been dismissed for cause shall have no claim for sick leave payment.

H. Injury From Other Employment

An employee may not utilize accumulated sick leave for absences resulting from an injury arising out of and in the course of employment other than City employment for which monetary or other valuable consideration is received or expected. Any employee who utilizes accumulated sick leave or who attempts to utilize accumulated sick leave for absences resulting from an injury arising out of and in the course of employment other than City employment may be suspended or terminated.

I. Use of Leave After Accrual

Employees may be authorized to use sick leave after it is accrued. The employee may be required to submit acceptable evidence such as a medical certificate from a medical doctor to substantiate the reason for requesting sick leave.

J. Bonus Leave Days

Following a payroll calendar year that a bargaining unit employee uses no sick leave, or less than two days of sick leave, the employee will be awarded Bonus Leave Days in accordance with the following chart. Bonus Leave Days must be used before the end of the payroll calendar year for which they are awarded.

Assigned Shift	Amount of Sick Leave Used	Bonus Leave Days Awarded
Eight or Ten-Hour Shifts	Zero Time	2
Eight or Ten Hour Shifts	More than zero time but less than 2 days	1
Combination of Eight and Ten Hour Shifts	More than zero time but less than 2 days combined as: • 2 Eight-hour days • 2 Ten-hour days • 1 Ten-hour day and 1 Eight-hour day	1

1. Bonus Leave Days must be used in full day increments.

2. Bonus Leave Days are not included in overtime calculations.

3. At the end of each payroll calendar year, employees may elect to be paid the cash equivalent based upon the employee's current base rate of pay for any Bonus Leave Days not used during the payroll calendar year.

4. Upon an employee's separation from the City, the employee will receive a lump sum payment for his/her remaining Bonus Leave Day balance.

Section 4. Leave Pool

A joint leave pool will be established by members of the Fraternal Order of Police Lodge No. 10 and Fraternal Order of Police Supervisors' bargaining units, such leave pool to be available for use by members of both bargaining units, subject to the following provisions:

A. The purpose of the leave pool is to provide leave to bargaining unit members who face significant time off without pay due to a serious illness or injury, whether job-connected or non-job-connected, or serious illness or injury to a family member covered under the sick leave policy. The leave pool may not be used for short time periods where an employee may be without pay. Short time shall be defined as less than thirty (30) calendar days.

B. A committee shall be formed and the committee shall determine use of the leave pool days, subject to the above purpose and limitations.

1. The committee shall consist of two (2) members designated by each bargaining unit, and one member designated by the other four members.

2. The committee shall review employee needs and circumstances consistent with the provisions of the leave pool and shall determine eligibility for and the amount of pool leave time that may be provided to employees. The committee may establish procedures, forms, and other rules necessary for its effective operation, provided they are consistent with the provisions of this section.

3. The committee's decisions are final and are not grievable. An employee may ask for reconsideration by the committee in accordance with rules established by the committee.

C. Bargaining unit members may donate days at 100% value from their vacation, sick leave or floating holiday balances to the leave pool one time per year.

1. No employee shall be permitted to donate more than four (4) days of leave per year to the pool. In the event that the number of days in the leave pool becomes less than fifty leave days, the committee may open up the opportunity for additional donations to be made during the calendar year. The 4-day donation limit shall not be modified.

2. All donations of pool leave time must be in full-day increments based on the employee's full-time, regularly scheduled day (i.e., an eight-hour or ten-hour day is a full day).

3. Donations of pool leave time are irrevocable.

4. No dollar value shall be placed on leave donations. All donations and all authorized usage shall be computed as day for day.

D. In order to be eligible to receive leave time from the joint leave pool, employees must have donated a minimum of one (1) day to the joint leave pool within the past twelve months prior to making application for leave from the pool. Newly hired employees shall be exempted from the requirement to donate a minimum of one day to the leave pool prior to requesting time from the leave pool for a period of one (1) year from the date of their employment with the City.

E. When pool leave time is authorized by the committee for use by an employee, it shall be on a day-for-day basis, irrespective of whether the employee works an eight-hour or ten-hour shift. An employee using leave pool time shall receive regular base pay and his/her regular shift pay; however other pays shall not be provided with leave pool days (e.g., lead pay, acting pay, special assignment pay, etc.). Pool leave time granted shall be limited to 60 days in any 12 month period for each pool leave time recipient, except that requests from the Union for time in excess of the 60 days to be granted from the leave pool to a recipient may be approved at the sole discretion of the City Manager/designee.

F. Pool leave time not used in a given year by the employee receiving the donated pool leave time shall be returned to the leave pool and carried over to the next year. No donated pool leave time will be refunded to the donor.

Section 5. Funeral Leave

Each employee shall be allowed up to forty (40) hours funeral leave with no loss of pay and no charge against sick leave time in the event of death in the "immediate family." Death in the "immediate" family shall be defined as a death of a spouse, child, stepchild, mother, stepmother, father, stepfather, grandfather, grandmother, grandchild, brother or sister of the employee or the employee's spouse. Additional funeral leave for a death in the immediate family may be granted with the approval of the Police Chief.

Each employee shall be allowed up to two (2) consecutive work days at any one time for a death of a member of the "close" family chargeable to sick leave. "Close" family shall be defined as the following family members: stepbrothers; stepsisters; brother's wife; sister's husband or other member of the employee's immediate household. Additional time, chargeable to sick leave, may be granted with the approval of the Police Chief.

An employee must attend the funeral in order to receive pay for a death in the family.

Section 6. Military Leave

Any regular or probationary employee in the classified service being inducted or otherwise entering the armed forces of the United States in time of war, or pursuant to the Selective Service Act of 1948 as amended, or of any other law of the United States, shall be granted military leave of absence without pay for the period of the military service required of him/her, and on completion thereof be reinstated in the City service in accordance with the following regulations:

A. Military leaves shall be granted in accordance with the provisions herein except where said provisions may be superseded by Federal Law:

1. For inductees, the minimum period of time required to be served.

2. For enlistees in time of war, the period of the first minimum enlistment, or for such additional period of time required to be served.

3. For reservists, the minimum period of time required to be served.

B. For the purposes of this Section, "armed forces" shall be defined to include:

1. The Army, Navy, Marine Corps, Air Force and Coast Guard.

2. The auxiliary services directly necessary to and actually associated with the armed forces of the United States, as may be determined by the City.

C. Application for reinstatement must be made within 90 calendar days from date of discharge or release, or from hospitalization continuing after discharge for a period of not more than one year. Such application shall be in writing to the Human Resources Director and shall be accompanied by evidence of honorable discharge or release.

D. Upon return from military leave, the employee shall be reinstated in the City service in accordance with the following regulations:

1. If still qualified to perform duties of his/her former position, the employee shall be restored to position or to a position of like seniority, status and pay; or

2. If not qualified to perform the duties of his/her former position by reason of disability sustained during such service but qualified to perform the duties of any other position in the employ of the City, the employee shall be restored to such other position, the duties of which the employee is qualified to perform, as will provide the employee with like seniority, status and pay, or the nearest approximation thereof consistent with the circumstances in his/her case.

3. In the event no vacancy exists in the appropriate class and there is an employee in such class serving a probationary period who has not acquired regular status, then such probationary employee shall be laid off and the returning employee reinstated.

4. If a returning employee has regular status and cannot be reinstated under the provisions of paragraph (3) above, then the employee having been employed in the appropriate class for the shortest period of time shall be laid off and the returning employee reinstated.

5. A returning employee shall have the same status as prior to the beginning of his/her military leave. The employee shall be allowed to take any subsequently administered examination for promotion after return that he/she would have been eligible to take had he/she not been on military leave, and shall be required to complete any uncompleted period of probation. No grievance shall be filed or processed by any other employee or the Union in connection with this paragraph.

6. The employee shall submit to such medical and/or physical examinations as the City Manager shall deem necessary to determine whether or not such military service has in any way incapacitated him/her for the work in question; provided however, that as far as practicable any employee returning with disabilities shall be placed in such employment as the City Manager shall deem suitable under the circumstances.

7. Any regular or probationary employee receiving a dishonorable discharge from the armed forces shall not be reinstated to any position in the City service.

E. An employee granted a military leave of absence shall, insofar as possible, have all the rights and privileges he/she would have had if he/she had remained on duty including cumulative seniority, and except as otherwise provided in these Rules and Regulations, all other benefits dependent on length of employment to the same extent as if the employee had not been absent on such leave.

F. An employee returning from military service shall be reinstated to active City service at the earliest possible date following application for such reinstatement, consistent with the best interests of the City service and taking into consideration necessary adjustments of staff. However, in no event shall this period be more than thirty (30) calendar days. The City shall have the right as part of directing the employee's duties upon returning to work, to assign the employee to such training as is necessary in its judgment to ensure the employee's familiarity with job duties and knowledge.

G. For pre-induction physical examination when so ordered by a Selective Service Board, time off shall be granted for the minimum period necessary to comply with such order, but shall in no case exceed two (2) regularly scheduled work days.

H. For required active or inactive training duty as a member of a Reserve Component or the National Guard falling on the employee's regularly scheduled work days, the employee shall be allowed up to a maximum of 240 hours per calendar year without loss of seniority rights or efficiency rating. Absences from duty for required military reserve training in excess of 240 hours per calendar year or for any non-required military reserve training for which the employee initially volunteered shall not be compensated for by the City. A copy of the employee's military orders certifying his/her training assignment shall be submitted by the employee to the Police Chief immediately upon receipt by the employee.

An employee who is required to attend military duty training which falls or occurs during regular working hours and which exceeds the 240 hours provided above will be granted time off without pay. The employee shall be required to provide timely notice of such training assignments to the City. Failure to provide timely notice of an employee's military orders to the Police Chief shall be considered just cause for disciplinary action not to exceed a three (3) day suspension.

Section 7. Time Off

A. An employee shall be granted necessary time off from his/her duties with pay for any of the following reasons:

1. For participation in Police promotional examinations held by the City or other examinations required by the City when such time off does not, in the judgment of the Police Chief, interfere with or impair the operations of the Department.

2. For serving on a jury. The employee may be required to furnish proof of such service and shall work any part of his/her regular schedule when not required to serve on said jury.

3. When directed by the City Manager or Police Chief to attend professional or other conventions, institutes, courses, or meetings. Employees who wish to voluntarily attend career development training may be granted time off from duty with pay to attend such training, however compensation for such training shall be limited to the actual time spent in training up to the number of hours in the employee's standard workweek. Employees shall be compensated in accordance with provisions of the Fair Labor Standards Act for time spent in training beyond the number of hours in the employee's standard workweek when such time has been duly authorized in advance by the Department.

4. When directed by the City Manager or Police Chief to attend in-service training or other in-service meetings, including authorized safety meetings.

B. An employee may be granted time off without compensation for attendance at meetings other than those specified above or to attend to urgent personal business, provided that such employee shall request approval from the Police Chief in sufficient time to permit the Police Chief to make arrangements therefor, and further provided that such time off will not affect the efficient operation of the department in the sole and unlimited discretion of the Police Chief or his/her designee.

C. With the prior approval of the Police Chief or his/her designee, and when the employee is acting in an official capacity on behalf of the City, an employee may be granted time off from his/her duties for acting as an active or honorary pallbearer at a funeral or for attendance at state funerals, funerals of City officials, of employees or their wives or husbands, or military or fraternal funerals. Such time off may be granted with or without compensation at the sole and unlimited discretion of the Police Chief and the City Manager or their designees. For the above occasions only, the Department shall provide all expenses for up to two designated Honor Guard members, as well as transportation and fuel costs for any other Honor Guard members permitted to be released from duty in accordance with Department staffing requirements.

Section 8. Leave Without Pay

A. A regular employee may on written application therefor, be granted a leave of absence without pay upon the prior approval of the City Manager or his/her designee for any of the following reasons:

1. The physical or mental disability of the employee.

2. The employee has announced his/her candidacy for public office.

3. The employee is entering upon a course of training or study for the purpose of improving the quality of service to the City and/or of fitting himself/herself for promotion in the classified service.

4. Extraordinary reasons, sufficient in the opinion of the City Manager to warrant such leave of absence.

5. Maternity/child care leave in accordance with the City's Family and Medical Leave Act Policy to enable a parent to care for a newborn, newly adopted or seriously ill child, provided however that if both parents are employees of the City, only one parent at a time may take maternity/child care leave. An employee may request to utilize vacation, holiday, and comp time to continue pay status in accordance with current federal or state guidelines on family medical leave.

B. Leave for any of the above reasons shall be subject to the following regulations:

1. Such leave shall not be granted for more than six (6) months but may under the provisions of paragraphs above be renewed upon written application therefor by the employee and approved by the City Manager.

2. An employee granted a leave of absence hereunder shall except as hereinafter provided be restored to his/her former position on the expiration of the leave, or if requested in writing by the employee and approved by the City Manager, before the expiration thereof.

3. In the event that it is determined by the City Manager that it would not be in the best interest of the City to restore such employee to his/her former position or in the event that the former position has been abolished in the meantime, the employee shall be placed at the head of the re-employment list for the class or position nearest approximating that in which he/she was employed immediately prior to such leave, provided he/she is physically and mentally qualified for such position. Should the names of two or more employees returning from leave be placed on the same re-employment list, the names shall be arranged in order of City seniority.

Time off with compensation taken under any of the provisions of this Agreement (including vacation and sick leave) shall not be required to be made up.

ARTICLE 9
WAGES AND COMPENSATION

Section 1. Wages

A. The Pay Schedules shall be in accordance with Appendix A.

Pay schedule increases are not automatic but are management review rates and may be granted only upon receiving a rating of satisfactory or better on the annual performance review. Eligibility for review for within pay schedule increases shall be as follows:

Police Officers

Step 1 – Original appointment
Step 2 – At the end of one year of satisfactory service in step 1.
Step 3 – At the end of one year of satisfactory service in step 2.
Step 4 – At the end of one year of satisfactory service in step 3.
Step 5 – At the end of one year of satisfactory service in step 4.
Step 6 – At the end of one year of satisfactory service in step 5.
Step 7 – At the end of one year of satisfactory service in step 6.
Step 8 – At the end of one year of satisfactory service in step 7.
Step 9 – At the end of one year of satisfactory service in step 8.
Step 10 – At the end of one year of satisfactory service in step 9.
Step 11 – At the end of one year of satisfactory service in step 10.
Step 12 – At the end of one year of satisfactory service in step 11.

Police Service Technicians and Police Service Technician Supervisors

Step 1 – Original appointment
Step 2 – At the end of one year of satisfactory service in step 1.
Step 3 – At the end of one year of satisfactory service in step 2.
Step 4 – At the end of one year of satisfactory service in step 3.
Step 5 – At the end of one year of satisfactory service in step 4.
Step 6 – At the end of one year of satisfactory service in step 5.
Step 7 – At the end of two years of satisfactory service in step 6.
Step 8 – At the end of two years of satisfactory service in step 7.
Step 9 – At the end of two years of satisfactory service in step 8.
Step 10 – At the end of two years of satisfactory service in step 9.
Step 11 – At the end of two years of satisfactory service in step 10.
Step 12 – At the end of two years of satisfactory service in step 11.

Step pay increases shall provide for approximately a 5% increase over the preceding step for each step advancement from Step 1 through Step 6 and approximately a 2 ½% increase for each step advancement from Step 7 through Step 12.

Employees who receive an evaluation rating of less than satisfactory shall not be granted a merit step advancement on their promotional anniversary date. Such employees may be reevaluated after three months, and if then rated satisfactory shall be granted a merit step advancement as of the date of the three month follow-up review. Such effective date shall be thereafter utilized for the purpose of determining eligibility for subsequent annual merit reviews. If the three month follow-up rating is still less than satisfactory, the employee shall be reevaluated in another three months, and if then rated satisfactory shall be granted a merit step advancement as of the date of the second three-month follow-up review. Such effective date shall thereafter be utilized for the purpose of determining eligibility for subsequent annual merit reviews. If the second three month follow-up review rating is still less than satisfactory, no merit step advancement shall be granted and the employee shall be evaluated again on his/her prior merit review date.

B. Effective for the beginning of the payroll period that includes October 1, 2015, the City shall provide a 4% general wage increase for all employees. Effective for the period from October 1, 2015 through September 30, 2016, employees shall not be advanced in Step as provided for in Section 1 of this Article. The time period from October 1, 2015 through September 30, 2016 shall not be counted toward any future Step advancement.

   Effective for the beginning of the payroll period that includes October 1, 2016, the City shall provide a 4% general wage increase for all employees. Effective for the period from October 1, 2016 through September 30, 2017, employees shall not be advanced in Step as provided for in Section 1 of this Article. The time period from October 1, 2016 through September 30, 2017 shall not be counted toward any future Step advancement.

   Effective for the beginning of the payroll period that includes October 1, 2017, the City shall provide a 4% general wage increase for all employees. Effective for the period from October 1, 2017 through September 30, 2018, employees shall not be advanced in Step as provided for in Section 1 of this Article. The time period from October 1, 2017 through September 30, 2018 shall not be counted toward any future Step advancement.

   Any further step advancements after September 30, 2018 will be dependant upon and subject to negotiations in any successor Agreement.

C. Lateral Entry for New Hire Police Officers:

   Newly hired Police Officers shall be permitted to enter the established pay range at a step or more than one step above the first step based on acceptable experience as a Police Officer at another agency deemed creditable by the Department. Such Officers shall be advanced upon hire one step in the established pay range for each two years of verifiable experience at a prior agency up to a maximum lateral entry of step three. Such Officers shall remain fixed at the lateral entry step until such time has passed as is prescribed for advancing from step one to the lateral entry step number

in accordance with the schedule established in paragraph A of this Section, and shall thereafter continue to be advanced through the steps in accordance with said schedule. For example, an Officer with six years of creditable, verifiable experience at a prior agency would be permitted to enter the established pay range at step three. Such Officer would remain fixed at step three for three years, and would then progress though the range thereafter in accordance with the established schedule. All lateral entry Officers would continue to be eligible to receive negotiated general wage increases while fixed in step.

Section 2. Overtime Pay

A. No employee shall be sent home prior to the end of his/her regularly scheduled shift for the purpose of denying overtime pay; nor shall any employee have his/her work schedule altered in an arbitrary or capricious manner.

B. If a regularly scheduled work day is to be canceled, the employee must be notified by the end of his/her tour of duty immediately preceding the scheduled work day to be canceled. No regularly scheduled work day will be canceled for the sole purpose of avoiding overtime pay.

C. Employees shall be paid for all hours actually worked. The City shall pay overtime at the rate of time-and-one-half for all hours actually worked in excess of 40 hours in any one work week. Hours for which an employee is paid as a result of holidays, sick time, vacation and similar periods of nonproductive time shall not be considered as time worked for the purpose of computing overtime pay, except as otherwise provided in this Agreement.

D. The work week shall be from Saturday through the following Friday. All hours for shifts that begin on one work day and end on the next work day shall be counted on the work day where the majority of the hours for the shift fall. When shift hours are evenly split between two work days, all hours for the shift shall be counted on the work day the shift begins.

E. An employee may be required to work overtime if, in the sole and unlimited discretion of the Police Chief or his/her designee, the employee's services are deemed necessary.

Section 3. Compensatory Time Allowance

Employees will be provided the opportunity to request to be granted compensatory time, in lieu of overtime payment, up to a maximum cumulative accrual of 120 hours of compensatory time. At no time may an employee's total accrual of compensatory time exceed 120 hours. Compensatory time accrual will be at time and one half for each hour selected in lieu of premium overtime payment. Requests to use compensatory time shall be made to the appropriate Police Captain or other managerial employee. Compensatory hours off shall be considered as hours worked in computing overtime under this Article. Payment for compensatory hours will be made for all time exceeding the 120 hour limit, or for any hours when requested in writing by an employee. Employees shall be paid for all compensatory time at separation from City service.

Section 4. Shift Differential

A bargaining unit member shall be entitled to shift differential pay as set forth in this Section.

A. For purposes of computing shift differential pay the following shift series and payments are established:

Shift Series No.	Hours	Payment Per 14-Day Period
100	2400-0700	10%
200	0700-1600	0%
300	1600-2400	5%

The payments shall be computed as a percentage of the employee's base pay, including his/her merit and longevity step.

B. An officer's shift differential shall be determined by the shift series into which the majority of the weekly hours of his/her regularly assigned shift for the scheduled shift cycle falls and without regard to the starting or ending time of the officer's shift. Temporary shift or duty assignments of less than twenty eight (28) calendar days shall not entitle an officer to shift differential pay. Employees in the bargaining unit assigned for initial or remedial training under the FTO program shall not be entitled to shift differential pay.

C. Shift differential pay shall be paid to any officer regularly assigned to a Series 100 or 300 shift and shall not be prorated on account of vacation, holidays or other paid time off.

Section 5. Standby Pay

An employee assigned to standby will receive a flat fee of:

$15.00 per night, Monday through Friday
$30.00 for Saturday
$30.00 for Sunday

Only the Police Chief or his/her designee may place an employee on standby. This Section will also apply to all Telephone Alert situations.

Section 6. Recall Pay

Any employee who is recalled to duty after having left for the day, or on a regularly scheduled day off, or compensation day, or more than three (3) hours prior to the start of his/her regularly scheduled tour of duty, shall be guaranteed a minimum of two (2) hours pay or two (2) hours work. For the purpose of this Section, recall is defined as the unscheduled calling back or call in of an employee to perform needed work after the employee's regular shift ends and the employee has already left the job or on a weekend, holiday, or other equivalent period during which the employee would not otherwise have worked and shall include any duty, detail, or response to a lawful order for which the

employee can be disciplined for his/her failure to comply. This specifically excludes court appearances. Police Officers will be paid for the actual time worked for any self-initiated police action taken while off duty and all such hours shall count as hours worked toward the calculation of overtime. Any employee recalled while on vacation shall be paid at time and one-half for all hours worked in lieu of the rescinded vacation time. An employee's vacation balance will not be charged for any time actually worked.

Section 7. Acting Pay

If a Police Officer or Police Service Technician serves in a higher capacity on an acting basis for more than two (2) consecutive complete payroll calendar work weeks (Saturday through Friday), said employee shall receive acting pay retroactive to the date the assignment began. When a Corporal serves in an acting capacity as a Sergeant for more than two consecutive complete payroll calendar work weeks as specified above, Corporal Job Assignment Pay shall cease and Acting Pay shall begin. Acting pay is five percent (5%) above the employee's base salary.

Section 8. Job Assignment Pay

A. Police Officers who are assigned to the Office of the Chief, Criminal Investigations Division, Support Services Division, Corporal, or the Field Training and Evaluation Program shall be provided 5% above the employee's current base rate of pay.

   Police Service Technicians and Police Service Technician Supervisors who are assigned Field Training shall be provided 5% above the current base rate of pay for any hours they are assigned to act as trainers in a formal training capacity.

B. Police Officers who are assigned as Crime Scene Photographer, Mobile Command Center operator, Sex Crime Investigator, or Traffic Homicide Investigator, shall be provided with the following amounts in addition to the employee's current base rate of pay:

   October 1, 2015 through September 30, 2018 – $25 per payroll period.

   Police Officers who are assigned to Community Policing Squads, SWAT Team, Traffic Section, Canine Officer or School Resource Officer shall be provided with the following amounts in addition to the employee's current base rate of pay:

   October 1, 2015 through September 30, 2018 – $40 per payroll period.

   Police Service Technicians who are assigned outside of the Telephone Reporting Unit for more than ten consecutive work days shall be provided with the following amounts in addition to the employee's current base rate of pay:

   October 1, 2015 through September 30, 2018 - $50 per payroll period

C. An employee may participate in more than one Job Assignment but may not receive more than one Job Assignment Pay differential from group (A) above nor more than one Job Assignment Pay differential from group (B) above, but may receive one Job Assignment Pay differential from group (A) above in addition to one Job Assignment Pay differential from group (B) above. In such case, the employee shall receive the amount of the greater assignment pay differential for each category concerned.

Bargaining unit members designated as certified Bi-Lingual in accordance with department specifications shall be provided $50.00 per payroll period in addition to the employee's current base rate of pay over and above the assignment pay differentials listed above.

D. Job assignments shall be made at the discretion of the Police Chief from a list of interested candidates who have been determined to be qualified for such based on criteria developed by the Department. The number and duration of such assignments may vary and shall be at the discretion of the Department.

Section 9. Canine Officers

A. Employees covered by this Agreement who are assigned as canine officers shall normally work for seven hours and fifteen minutes per work day for five (5) days per week on regular duty with or without their canine(s). On those regular work days, they shall also be credited with forty-five minutes work time for time in the care and handling of their canine(s). This time shall be the customary and average amount of time spent by a canine officer on a duty day. On the officers' days off from regular duty, they shall be credited with 30 minutes of work time for time in the care and handling of their canine(s). Such time shall be based on their regular rate of pay and shall be paid at straight time or an overtime rate depending upon total hours worked during the week. It is recognized that on off-duty days the officer's responsibilities for care and maintenance are reduced.

B. Advance approval shall be required from the appropriate Police Captain or higher level manager before a canine officer can work any additional overtime in care and maintenance activities.

C. No work time is to be used by an officer to prepare or train for participation in canine demonstrations or competitions, except as scheduled by the Department in accordance with standard operating procedures established by the Department and approved by the Police Chief. In the sole discretion of the Police Chief, canine officers may be scheduled to attend demonstrations or competitions. Time involved in demonstrations or competitions shall be limited to the officer's regular weekly duty hours (40 hours) unless previously approved in writing by the Police Chief or his/her designee. Due to the scheduling of demonstrations or competitions, hours and/or days of work are subject to adjustment to meet the circumstances at hand.

D. Assignment and the removal of assignment as a canine officer is the sole prerogative of the Police Chief or his/her designee, and assigned pay shall only be provided during the period of such assignment as authorized by the Police Chief or his/her designee.

E. All Department Standard Operating Procedures relating to canine use, care, maintenance, and other aspects of the program as established by the Police Chief shall apply.

F. Effective October 1, 2012 through September 30, 2015, an allowance of $125.00 per month shall be provided to each canine officer for supplemental food, medical grooming, pest control, and related needs associated with care of the canine.

Section 10. Court Attendance and Standby Time

Any employee who is subpoenaed or otherwise required to appear in county or circuit court as the result of a matter arising out of the course of his/her employment shall receive payment for the greater of a minimum of three hours or actual time worked if such attendance is during the employee's regularly scheduled time-off. This provision shall also apply when the employee is subpoenaed or otherwise required to appear at the State Attorney's Office, Public Defender's Office, private attorney's office, or Driver License hearing in a criminal, traffic, or civil case arising from the employee's course of employment. When an employee is subpoenaed or otherwise required to appear at the State Attorney's Office at the Police Department during his/her regularly scheduled time-off, he/she will receive payment for the greater of a minimum of two hours or actual time worked.

All time paid for any court attendance will count as time worked toward the calculation of overtime. Travel time outside of required scheduled work hours in response to subpoenas in Pinellas, Pasco, or Hillsborough counties is not compensable. Travel time outside of required schedule work hours in response to subpoenas outside of Pinellas, Pasco, or Hillsborough counties will be paid in accordance with FLSA regulations.

In all instances of court appearances scheduled less than three hours prior to an employee's tour of duty, the employee will be deemed to have started work at the time indicated on the subpoena and will be paid for all hours worked in excess of eight hours. In all cases, the employee will be responsible to inquire of the department designee between 1600 hours of the day preceding and 0700 hours of the date of the scheduled court appearance so as to ascertain the status of the case and receive instructions.

An employee will go on standby status as of the date and time required by the subpoena if he/she is subpoenaed to appear in county or circuit court as the result of a matter arising out of the course of his/her employment, provided that this is agreeable to the court and to the attorney requesting his/her presence. An employee on standby under the provisions of this Section will receive straight time pay for each hour spent on standby with a minimum of three hours pay.

The three-hour minimum does not apply if prior to the end of the three-hour period:

1. The employee reports for duty. Standby pay stops at the time the employee reports for duty.

2. The employee shall be notified via email or telephone as determined by the Court Liaison and told to report to court within the three-hour period or as soon as possible. Court standby pay stops when the employee is notified and court time starts when the employee arrives at court.

3. If the employee is notified to report to court at a future time, the employee receives standby pay for the three-hour minimum or actual time in excess of three (3) hours. Court time starts at the employee's scheduled appearance time (with the exception of being late).

Standby time shall be excluded from hours worked computations.

Section 11. Line-of-Duty Injury Pay

The City hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

(a) Line-of-Duty Compensation shall be payable under this Section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.

(b) An injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.

(c) The amount of line-of-duty compensation paid shall be the amount required to supplement funds received from the Florida Workers' Compensation Law and any other disability or other income plan provided by the City, either by law or by agreement, to the point where the sum of the line-of-duty compensation supplement herein provided and all other payments herein described equal the employee's regular rate of pay at the time of the injury. Regular rate of pay for workers' compensation purposes is defined as base pay and any assigned pay if regularly assigned, but not shift pay.

(d) No line-of-duty compensation under this Section shall be allowed for the first seven (7) calendar days of disability provided however, that if the injury results in disability of more than twenty-one (21) calendar days, line-of-duty compensation shall be paid from the commencement of the disability. (Changes in workers' compensation law will modify this paragraph accordingly.)

(e) The term disability as used in this Section means incapacity because of the line-of-duty injury to earn in the same or any other employment the wages which the employee was receiving at the time of the injury.

(f) It is the intent of this Section to provide supplemental compensation for line of duty injuries only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. Coverage under this Section shall not result in the loss of step increases which the officer would have received had he/she been on active status. Any time taken off for follow-up doctor visits or therapy due to a line-of-duty injury when coordinated through established Risk Management procedures shall not be charged to the employee's sick leave. In the event of any dispute or disagreement concerning the interpretation of this Section, then the decisions concerning definition of the terms of this Section issued under the Florida Workers' Compensation Law shall control.

(g) The City will provide line-of-duty compensation in the amount necessary to supplement funds received from the Florida Workers' Compensation Law in order to equal the employee's regular rate of pay with no charge to the employee's accrued paid leave when an

(h) employee with less than three (3) years of service is injured on the job to the extent that such employee misses scheduled work time. Such line-of-duty compensation shall be provided for a period not to exceed ninety (90) calendar days during the first year of employment for each specific injury; sixty (60) calendar days during the second year of employment; and thirty (30) calendar days during the third year of employment.

(i) Line-of-duty injury pay will be provided from the first day of injury for those defined in (g) above; however the amount paid shall be only that amount required to supplement funds received by the employee from the Florida Workers' Compensation Law and any other disability or other income plans provided by the City, to the point where the sum of all payments is equal to the employee's regular base pay rate at the time of injury.

At such time as the employee receives his/her initial workers' compensation payment, the City shall approximate the differential needed to equal the employee's base pay and shall provide such line-of-duty injury pay to equal the employee's regular base pay rate at the time of injury. Any adjustment to the City's line-of-duty injury pay under this policy will be made following the employee's return to work or at the expiration of the period for which line-of-duty injury pay is provided.

(j) Line-of-duty injury pay shall not be provided to any employee after the third year of employment. Following the time limits prescribed for the provision of line-of-duty compensation in paragraph (g) above, employees shall be required to utilized accrued paid leave time to supplement funds received from the Florida Workers Compensation Law in order to maintain a paid status. Employees shall be permitted to utilize accrued paid leave time only in the amount necessary to supplement funds received from the Florida Workers Compensation Law in order to equal the employee's regular rate of pay at the time of the injury.

(k) The City shall have the right to require the employee to have a physical examination by a physician of its choice prior to receiving or continuing to receive compensation under this Section.

(l) Failure to report a line-of-duty injury to the employee's immediate supervisor or to the Risk Management Division within twenty-four (24) hours of the time of occurrence of the injury shall result in a loss of all line-of-duty pay under this Article unless such failure to report was: (1) caused solely by and as a direct result of the employee's injuries, or (2) resulted from the occurrence of an event over which the employee had no control in the opinion of the City Manager. It shall be the employee's responsibility to prove the injury occurred while on duty.

(m) Any provision of this contract to the contrary notwithstanding, should any provision of this contract be inconsistent with the terms of the Florida Workers' Compensation Law (Chapter 440, Fla. Statutes), the Florida Rules of Workers' Compensation Procedure (Fla. R. Work Comp. P), Florida Department of Labor and Division of Workers' Compensation Rule 38 or any other state or federal law or regulation now in force or hereinafter enacted, then such provision of this contract shall be null and void and of no legal force or effect.

Section 12. Uniform Allowance

A. The City shall continue to provide the uniforms and equipment currently provided by the City, except that the City may make changes in styles or update equipment.

B. Police Officers who work outside the Patrol division and who are not provided the standard issue of uniforms or other clothing by the department shall receive a clothing allowance of $900 each year for Fiscal Years 2012/2013; 2013/2014, and 2014/2015.

The clothing allowance shall be paid quarterly to the applicable bargaining unit members who are actually assigned and working on the quarterly dates specified in the Department's General Orders.

C. The City shall provide each sworn officer with a bulletproof vest, provided that the officer so requests; provided, however, that it shall be just cause for disciplinary action if an officer provided a vest does not wear it while on duty.

D. Persons transferred to plain-clothes duty shall be permitted to retain at least one uniform.

Section 13. Tuition Refund Program

Members of the bargaining unit shall be entitled to reimbursement for tuition fees for approved courses in accordance with the City's Tuition Refund Program up to an amount of $1,500 for the period from October 1, 2015 through September 30, 2018. However, the City shall reimburse up to $1,800 annually for tuition fees of approved courses in a Master's Degree level program.

ARTICLE 10
INSURANCE

The City agrees to meet with the Union and other City of Clearwater union representatives to review the health and life insurance programs for the purpose of reducing the cost of such programs for the City and the employees.

The City further agrees to provide the Union with such information as would be required to formulate such a benefit package and to cooperate with the Union to obtain pertinent information from the present carrier and the insurance consultant. Any information received by either party from the consultant or another carrier will be shared with the other party.

The City agrees that for the calendar year occurring within the first year of the agreement, the City shall contribute toward the medical insurance premiums for employees and their dependents in the amount approved for the plans approved by the City Commission. The City agrees to maintain the current Benefits Committee recommendation process culminating in final action by the City Commission to determine medical insurance premiums for employees and their dependents for the duration of this Agreement. The City further agrees that during the life of the agreement, the City will make available to employees the option of at least one health insurance plan for which the City shall

pay 100% of the premium for the employee only base benefit plan cost, it being understood that such base plan may provide a different level of benefit than that which is currently provided. Additional coverage for the family or spouse, as well as any enhancements or "buy ups" to the base plan will continue to be paid for by the employee.

The City agrees to continue to pay the premiums for group life insurance valued at a minimum of $2,500 per employee. Effective April 1st, 2007, the City shall no longer permit any new enrollment in the 1% Life Insurance Program. Bargaining unit employees who are enrolled as of April 1st, 2007 may continue to participate provided they maintain their participation on a continuous basis thereafter. Any employees who currently participate and choose to discontinue their enrollment will not be permitted to re-enroll in this benefit again at a later date.

ARTICLE 11
PERFORMANCE AND DISCIPLINE

Section 1. No employee who has successfully completed his/her initial or extended probationary period shall be demoted, suspended, or dismissed without just cause. New hire employees in the initial probationary period have no right of appeal of disciplinary action under this Agreement. All discipline will be for just cause and consistent with due process. Employees have a right to Union representation at any time a meeting may lead to disciplinary action. The City, the Union or the employee may use any work history material as evidence to support or oppose a suspension or dismissal.

Section 2. An employee may also be issued a non-disciplinary "Employee Notice" by his/her Division Head. Prior to an Employee Notice being placed in an employee's file, the employee will have the right to confer with the Division Head regarding the proposed Employee Notice. The Employee Notice will be retained in the employee's Department file. At the end of two (2) years, if there is no reoccurrence, the Employee Notice will not be used for any future disciplinary action. The Employee Notice will be maintained and/or removed in accordance with the State of Florida public records laws.

Section 3. Performance, behavior management, and disciplinary procedures shall be outlined in the Police Department SOP's and General Orders. The City and Union agree that any system of discipline or performance management should be continually reviewed for its effectiveness and may be modified from time to time to better meet the needs of the City and its employees. Any changes will be consistent with sound personnel practice. The Union will have the opportunity to provide input when changes are being considered by the City. The Union's refusal to participate in meetings or to provide input does not alter the City's right to change the process.

The Police Department and the Union will continue the practice of Labor/Management meetings to resolve these types of issues.

Section 4. The City will continue its current practice of allowing the affected employee to give a brief oral statement to an accident review board.

ARTICLE 12
DRUG AND ALCOHOL POLICY

Section 1. Voluntary use of controlled substances which cause intoxication or impairment on the job poses risks to the employer, the affected employee and coworkers.

Section 2. All bargaining unit employees will be fully informed of the employer's for cause drug testing policy before testing is administered. Bargaining unit employees will be provided with information concerning the impact of the use of drugs on job performance. Police Captains and other management personnel will be trained to recognize the symptoms of drug abuse, impairment and intoxication. The City will permit five employees selected by the Union to attend such training class on City time.

Section 3. City's Drug and Alcohol Program Policy

A. The City's Drug and Alcohol Program Policy delineates drug and alcohol test procedures. Revisions governing testing standards and job classification specifications shall be made as revisions to laws or regulations of state or federal government or agencies deem permissible. Union representatives will be furnished with copies of the policies upon such revision. Whenever the City or the Union proposes to amend or change any policy affecting drug and alcohol testing, the City or the Union shall provide notice and a copy of the proposed amendments or changes to the other party at least 30 calendar days in advance of the proposed effective date of the change. The Union and the City shall have the right to bargain such proposed amendments or changes in accordance with the law and the terms of this agreement.

B. References to CDL and "safety-sensitive" employees and positions shall not apply to F.O.P. bargaining unit members unless required by law. As such, F.O.P. bargaining unit members shall not be subject to the following provisions of the City Drug and Alcohol Program Policy unless required by law or agreed to by the parties:

   Section II, B.
   Section II, C.
   Section II, E. 2.
   Section II, E. 4.

Section 4. Drug Testing Upon Designated Assignments

A. Bargaining unit members shall, when assigned to the Vice & Intelligence Unit, have a drug test administered. Additionally, such bargaining unit members shall have an annual drug screening as part of their annual physical. When an employee tests positive on the screening test, the sample shall be submitted for a confirmation test.

   1. The drug screening will be performed utilizing urine samples unless the employee, at his/her option, requests a blood test in lieu of a urine test.

   2. Urine and blood samples shall be drawn or collected at a city-designated facility.

   3. All testing shall be done by a laboratory certified by NIDA.

4. The standards listed in the City's Anti-Drug and Alcohol policies shall be used to determine what levels of detected substances shall be considered as positive.

B. Assignment to Vice & Intelligence or removal from same shall be at the sole discretion of the Police Chief, regardless of the drug screening/confirmation findings.

C. In the event that a Vice & Intelligence officer is required as a course of his/her employment to imbibe in alcoholic beverages or ingest secondhand marijuana, hashish, crack, cocaine smoke, or smoke from any other controlled substance within 48 hours of a scheduled drug screening test, the test shall be postponed for one week. The officer shall be responsible for advising his/her supervisor of the occurrence of such an incident as soon as practical.

ARTICLE 13
RETIREMENT

The City and the Union agree that prior to retiring, an employee may use his/her vacation leave balance at 100% value and sick leave balance at 50% value to advance the employee's date of retirement.

The employee will be considered a regular employee for service credit to the pension plan. The City and the employee will continue to contribute to the pension plan.

During the period of "retirement advancement" the employee will not be eligible to receive or accrue any benefits except retirement credit. The benefits that will stop include, but are not limited to, vacation and sick leave accrual, insurance premium payments, workers' compensation, allowances, reimbursements, and special payments of any kind.

ARTICLE 14
SENIORITY, LAYOFF, AND RECALL

Section 1. Seniority shall be defined as the length of continuous service in full-time City employment and will continue to accrue during all types of leave of absence with pay and other leaves when specifically provided in this Agreement.

Employees shall not accrue seniority while in their initial probationary period. After successful completion of the police officer's initial probationary period, seniority will revert to date of employment on a full-time basis as a Police Officer and shall be called Police Officer bargaining unit seniority. It is understood by the parties that for employees hired as Police Recruits prior to October 1, 2003, time spent in the Police Recruit classification shall also count toward bargaining unit and City seniority. After successful completion of the Police Service Technician's initial probationary period, seniority will revert to date of employment on a regular basis as a Police Service Technician. Such seniority shall be called Police Service Technician bargaining unit seniority. Bargaining unit seniority within each of the aforementioned bargaining unit seniority groups shall be utilized within the respective groups to determine vacation, designated Holiday, and floating holiday selection and as a factor should layoffs be required. Notwithstanding the above, the Department shall have the right to temporarily assign Police Service Technicians to work on a shift not consistent with their shift selection

where the employee has had specific cross-training and a need for temporary fill-in work in another job area is required (e.g. court liaison).

Section 2. No new employees shall be hired in a job classification within the bargaining unit until all employees on layoff in that job classification have been given an opportunity to return to work at their original seniority date and positions; provided that after one (1) year of layoff the employee shall cease to accrue seniority, and that such re-employment rights shall cease after two (2) years from date of the layoff.

Section 3. Officers shall be permitted to bid shift assignments by bargaining unit seniority, but the Department reserves the right to ensure that officers assigned as corporals, officers with specialized skills, or officers in any phase of the FTO program including senior officers transferred from another Division requiring retraining are appropriately deployed among the shifts, and to ensure that Police Officers who are still on probation are distributed relatively evenly among the shifts. The Department reserves the right to designate no more than four teams as field training ("FTO") teams which shall be distributed evenly between the East and West Districts. Bargaining unit members who are selected for FTO assignments shall be permitted to bid among themselves by bargaining unit seniority for such assignments. Officers on extended leave due to illness or injury shall be required to submit documentation from a medical doctor denoting a specific return to work date within the applicable shift period or shall be excluded from the bid process for such shift period.

The Chief of Police may reassign any officer when such reassignment is in the best interest of the Police Department.

Section 4. An employee shall lose his/her status as an employee and his/her seniority if he/she:

(a) resigns or quits;
(b) is discharged or terminated (unless reversed through the grievance or arbitration process);
(c) retires;
(d) does not return to work from layoff within thirty (30) calendar days after being notified to return by certified mail addressed to his/her last address filed with the Human Resources Department except as provided in Section 6 of this Article;
(e) has been on layoff for a period of two (2) years;
(f) is absent from work, including the failure to return from leave of absence, vacation or disciplinary action, for three (3) consecutive working days without notifying the Department, except where the failure to notify and work is due to circumstances verified as being beyond the control of the employee and which are acceptable to the City.

Section 5. If an employee who has already completed his/her initial probationary period in a satisfactory manner is transferred, demoted, or promoted within the City to a position not included in the bargaining unit covered by this Agreement and is thereafter transferred, demoted, or promoted again to a position in the same job classification as the job he/she previously held in the bargaining unit, he/she shall not be deemed to have accumulated bargaining unit seniority while working the position not within the bargaining unit.

Section 6. Recall from layoff will be made by certified letter to the last address in the employee's record in the Human Resources Department. The employee must, within seven (7) days of the certified receipt date, notify in writing the Human Resources Director and the Police Chief of his/her intention of returning to work. Return to work must occur within thirty (30) days of the certified receipt date of the City's notice of recall, except as hereinafter provided. When offered recall, an employee who is temporarily unable to accept due to personal or medical reasons, after notifying the Department of his/her intention of returning, may in the sole discretion of the City be granted if necessary up to sixty (60) days leave of absence without pay but without loss of seniority rights to return to employment. The employee must request such leave of absence and provide the specific reasons therefor.

Section 7. Employees who decline recall, or who in the absence of extenuating circumstances acceptable to the City fail to respond as directed within the time limit allowed, shall be presumed to have resigned and their name shall be removed from the re-employment list.

Section 8. Employees who are recalled may be required to pass the City's standard physical examination for their particular job classification before returning to work. If unable to pass said examination, the employee shall not be permitted to return to work. Such employee shall be returned to the re-employment list until able to pass the examination or until expiration of the eligibility period of the list as provided above.

Section 9. Employees who are required to have specific certifications (i.e., State of Florida certification as police officer) or to possess designated licenses (i.e., driver license) in order to perform their jobs must present evidence of such certifications and licenses as a condition of their re-employment and failure to do so shall be cause for denial of their return to work.

ARTICLE 15
DURATION, MODIFICATION, AND TERMINATION

This Agreement shall be effective as of the start of the payroll period that includes October 1, 2015, and shall continue in full force and effect until the thirtieth day of September, 2018. At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 10th day of February, A.D., 2015.

ATTEST:

Rosemarie Call

Rosemarie Call, City Clerk

CITY OF CLEARWATER, FLORIDA

William B. Horne II

William B. Horne II, City Manager

Approved as to form and correctness:

Pamela K. Akin, City Attorney

Countersigned:

George N. Cretekos

George N. Cretekos, Mayor

FLORIDA STATE LODGE OF THE FRATERNAL ORDER OF POLICE OFFICERS BARGAINING UNIT

By _____

Officer Jonathan Walser, President
Clearwater Officers Bargaining Unit

Paul Noeske

Paul J. Noeske, Staff Representative
Florida State Lodge, Fraternal Order of Police

WITNESSES:

_____

_____

APPENDIX A

POLICE SERVICE TECHNICIAN
PAY RANGE P-44

Step	October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
1	$1,254.844520	$1,305.038301	$1,357.239833
2	$1,317.586840	$1,370.290314	$1,425.101926
3	$1,383.466240	$1,438.804890	$1,496.357085
4	$1,452.639480	$1,510.745059	$1,571.174862
5	$1,525.271480	$1,586.282339	$1,649.733633
6	$1,601.535040	$1,665.596442	$1,732.220299
7	$1,641.573400	$1,707.236336	$1,775.525789
8	$1,682.612760	$1,749.917270	$1,819.913961
9	$1,724.678080	$1,793.665203	$1,865.411811
10	$1,767.795080	$1,838.506883	$1,912.047159
11	$1,811.989920	$1,884.469517	$1,959.848297
12	$1,857.289680	$1,931.581267	$2,008.844518

POLICE SERVICE TECHNICIAN SUPERVISOR
PAY RANGE P-50

Step	October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
1	$1,438.821480	$1,496.374339	$1,556.229313
2	$1,510.762600	$1,571.193104	$1,634.040828
3	$1,586.300720	$1,649.752749	$1,715.742859
4	$1,665.615640	$1,732.240266	$1,801.529876
5	$1,748.896520	$1,818.852381	$1,891.606476
6	$1,836.341360	$1,909.795014	$1,986.186815
7	$1,882.249880	$1,957.539875	$2,035.841470
8	$1,929.306120	$2,006.478365	$2,086.737499
9	$1,977.538760	$2,056.640310	$2,138.905923
10	$2,026.977280	$2,108.056371	$2,192.378626
11	$2,077.651680	$2,160.757747	$2,247.188057
12	$2,129.592920	$2,214.776637	$2,303.367702

APPENDIX A

POLICE OFFICER
PAY RANGE P-56

Step	October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
1	$1,823.314400	$1,896.246976	$1,972.096855
2	$1,914.480200	$1,991.059408	$2,070.701784
3	$2,010.204120	$2,090.612285	$2,174.236776
4	$2,110.714320	$2,195.142893	$2,282.948609
5	$2,216.250120	$2,304.900125	$2,397.096130
6	$2,328.447720	$2,421.585629	$2,518.449054
7	$2,386.658920	$2,482.125277	$2,581.410288
8	$2,446.325400	$2,544.178416	$2,645.945553
9	$2,507.483440	$2,607.782778	$2,712.094089
10	$2,570.170560	$2,672.977382	$2,779.896478
11	$2,634.424880	$2,739.801875	$2,849.393950
12	$2,700.285480	$2,808.296899	$2,920.628775