AGREEMENT

between

CITY OF CLEARWATER, FLORIDA

and

FLORIDA STATE LODGE

FRATERNAL ORDER OF POLICE

SUPERVISORS BARGAINING UNIT

2015 - 2016
2016 - 2017
2017 - 2018

TABLE OF CONTENTS

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 5

Article 4 **No Strike** **7**

Article 5 **Labor/Management Cooperation** **8**

Article 6 **Grievance Procedure** **8**
Definition 8
Steps 9
Arbitration 11

Article 7 **Personnel Practices** **12**
Police Sergeant and Lieutenant Duties 12
Special Duty Call Out 12
Probation 12
Promotional Procedures 13
Certification and Appointment 13
Removal of Names from Eligibility List 13
Productivity 14
Training 14
Light Duty Assignment 14
Personnel Records 15
Residency Requirements 15
Tobacco Product Usage 15
Seat Belts and Safety Gear 15
Physical Examinations, Inoculations, and Fitness 16
Outside Employment 17
Funeral Detail 17
Take-Home Vehicles 17
Legal Protection 17
Copies of Municipal Code 18
Paycheck Issuance 18
Subcontracting 18

Article 8 **Leaves of Absence** **18**
Designated Holidays 18
Floating Holidays 19
Vacation 19
Sick Leave 21
Bonus Leave Days 23
Leave Pool 24
Funeral Leave 25
Military Leave 25
Time Off 27
Leave Without Pay 28

Article 9 **Wages & Compensation** **29**
Wages 29
Work Week and Overtime 31
Compensatory Time 31
Shift Differential 31
Standby 32
Recall 32
Acting Pay 32
Job Assignment Pay 33
Canine Assignment 33
Court Attendance and Standby Time 34
Line-of-Duty Injury 35
Uniform Allowance 36
Tuition Refund 36

Article 10 **Insurance** **37**

Article 11 **Performance & Discipline** **37**

Article 12 **Drug & Alcohol Policy** **38**

Article 13 **Retirement** **39**

Article 14 **Seniority, Layoff, and Recall** **40**

Article 15 **Duration, Modification, & Termination** **42**

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 Supervisors 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 and peaceful 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. 816, dated October 20, 1988, which certification is limited to Police Sergeants and Police Lieutenants.

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 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. However, the parties agree that the City Employees Pension Plan may be separately negotiated at any time upon the mutual agreement of both parties.

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 hereof.

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 the 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 rights or the right to exercise them in the future.

Section 4. Existing Rules

Any Police Department rule, regulation, policy or procedure in existence at the time of adoption of this Agreement which is in conflict with any provision of 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 Department regulations governing their employment as set forth in any Departmental procedures and such special and general orders and written communications now existing or which may hereafter be established which are not in conflict with this Agreement.

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

The President of the Clearwater Supervisors Bargaining Unit 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 or performance for members of the bargaining unit.

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 the Agreement and each replacement therefore during the term of the Agreement. Authorized representatives shall be defined as the elected Officers of the Union including those appointed as stewards in accordance with this Agreement, provided that notification has been provided in writing to the Office of the Police Chief and to the City Manager or his/her designee at least twenty-four (24) hours in advance. Until such notice is received, the City is under no obligation to recognize an individual as an authorized representative of the Union.

Section 2. The Union 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 covered hereunder shall seek to involve the Mayor-Commissioner or Commissioners in the administration of the Agreement, or otherwise in the operation of the City's Police Department, provided that nothing contained herein shall restrict an employee's right to present non-employment related matters to such elected officials. All matters relating to grievances shall be processed only through the grievance procedure chain of command.

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. Police Officers' Bill of Rights

It is understood and agreed that all unit members shall enjoy those protections afforded under Sections 112.531, 112.532, 112.533 and 112.534, Florida Statutes, commonly known as the Law Enforcement Officer's Bill of Rights.

Section 3. The City agrees to continue its policy of not discriminating against any employee for any reason prohibited by applicable state or federal law. Any claim of discrimination by any employee against the City, its officers or representatives shall not be grievable or arbitrable under the provisions of the Grievance Article of this Agreement, but shall be subject to the matter of review prescribed by law or by rules and regulations of appropriate state or federal agencies having the force and effect of law.

Section 4. The Union and its representatives 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 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 the Union and the City shall not discriminate against any such employee because of membership or non-membership in any employee organization. The Union acknowledges that it is the sole representative of bargaining unit employees. However, the Union has no obligation to prosecute grievances under this Agreement for non-members.

Section 6. City's Management Rights

A. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this Agreement. The sole and exclusive rights of management include, but are not limited to, the following:

(a) to manage the City generally and to determine the issues of policy;

(b) to determine the existence or nonexistence of facts which are the basis of management decisions;

(c) to determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;

(d) to determine the nature, manner, means, and technology, and extent of services to be provided to the public;

(e) to determine methods of financing and budgeting;

(f) to determine the types of equipment and technology to be used;

(g) to determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;

(h) to determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City;

(i) to assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

(j) to relieve employees from duties for lack of work, lack of funds or any other non-disciplinary reasons;

(k) to establish and modify productivity and performance programs and standards;

(l) to discharge, suspend, demote, or otherwise discipline employees for just cause;

(m) to determine job classifications and to create, modify or discontinue jobs;

(n) to hire, transfer, promote, and demote employees;

(o) to determine policies, procedures, and standards for selection, training and promotion of employees;

(p) to establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith;

(q) to maintain order and efficiency in its facilities and operations;

(r) to establish and promulgate and/or modify rules and regulations and standard operating procedures including, but not limited to, Civil Service rules;

(s) to take any and all necessary action to carry out the mission of the City and the Police Department in emergencies.

B. If in the sole discretion of the City Manager or the Mayor it is determined that civil emergency conditions exist or may exist including, but not limited to, riots, civil disorders, hurricane conditions, strikes, 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. Further, a discharge, suspension or demotion occurring during such emergency may be pursued as a grievance upon the termination of the emergency. The date of termination of the emergency shall be considered the first day under the grievance procedure.

Section 7. Union Rights

A. Union Dues and Checkoff -- During the term of this Agreement, and except as provided below, the City agrees to deduct the basic and uniform membership dues owed by the employee to the Union on a biweekly basis, provided that prior to any such deduction the Union has provided the City with a signed statement from each said employee for whom dues are to be made that such deduction is authorized, and provided further that such authorization is 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 and the Union and shall be discontinued in the event the employee is terminated or is transferred, promoted or otherwise moved out of the bargaining unit. The City will not deduct any Union fines, penalties or special assessments from the pay of any employee.

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 the basic and uniform membership dues, it will be the responsibility of the Union to collect its dues for that pay period from the employee.

B. 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 this Agreement. 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.

C. Stewards -- The stewards of the Union shall consist of the elected officers of the Union, subject to a limit of four persons and four alternates. If the Union has more than four officers, it shall designate the four who will serve as stewards. The Union will submit a list of the four elected officers who will serve as stewards and the four alternates to the Police Chief and to the City Manager or his/her designee.

Any steward who feels unqualified to represent a member on any matter will be permitted to contact the Union president who shall designate a representative to serve the member.

A steward shall not investigate or otherwise handle grievances during working hours without the specific, expressed consent of the Division Commander. A steward shall not investigate his/her own grievance or otherwise represent himself/herself.

D. Union Time -- The Union shall be allowed up to 300 hours of time off without loss of pay per year for the purpose of attending official F.O.P. or bargaining unit functions, meetings or conferences. 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 Union time shall be made in advance in writing by an elected officer of the Clearwater Supervisors Bargaining Unit or Union Steward as described above to the immediate supervisor of the bargaining unit member who will be utilizing the requested union time. The Police Chief or his/her designee will grant such time off without loss of pay 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 Union 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. Bargaining unit members utilizing Union time under the provisions of this Section shall not be eligible during the time of utilization for Worker's Compensation benefits in case of injury. In any event, absence from duty for Union business shall not be approved when such requires a Union member to be off duty for periods in excess of two (2) consecutive work shifts. Extension of any consecutive time off for Union members over and above two (2) consecutive shifts may be granted solely at the discretion of the Police Chief.

Joint related business between the City and the Union shall not be subject to deduction from Union time under this Section when an employee is directed by the City to attend. However, the Union acknowledges that such time needed for arbitration hearings will be chargeable to the account.

E. Union Notification Media -- The City agrees to provide space (not less than 24 inches by 24 inches) on bulletin boards, utilization of e-mail, or other appropriate means of distributing notices of meetings and other official Union information. The Police Chief or his/her designee shall first 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 candidates or political office.

F. Rules and Regulations and Memorandums -- The designated representative of the Union shall have a copy distributed to his/her mail box 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.

The designated representative of the Union shall be forwarded a copy of the agenda from the City Clerk's office of any regular City Commission meeting in the same manner that the Chief of Police is forwarded a copy.

G. Copying of Agreement -- The City and the Union each agree to pay one-half of a reasonable cost for printing copies of this Agreement. Every bargaining unit member will be provided a copy of the Agreement. The Union shall be responsible for providing copies to its members. The Union may request that such provision of copies be accomplished by the City during new employee orientation classes.

H. Use of Copying Equipment -- The City agrees to allow the Union's 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) Department business will of course take priority and the Union will only be allowed to make copies when the Department is not otherwise using the copier.

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

J. The President of the Clearwater Supervisors Bargaining Unit or his/her designee shall be forwarded a copy of the agenda in advance of every regular City Commission meeting.

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 agencies 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 be found guilty of striking as defined in Chapter 447, Florida Statutes, the employee shall be subject to dismissal, and it is expressly agreed that such violation constitutes just cause for dismissal.

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 cooperation 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 a timely complaint by an employee within the bargaining unit regarding the interpretation or application of specific provisions of this Agreement. The grieving individual must state in writing the remedy sought to resolve the grievance.

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. Any grievance relating to disciplinary action shall be signed by the employee initiating the grievance. A grievance relating to an alleged contract violation other than disciplinary action may be filed by, and signed by, the Union on behalf of an employee(s) but must specify the affected employee(s) by name. All information must be furnished. No grievance may be amended from the original written grievance filed at the initial step of the grievance procedure. The Union agrees to deliver copies of the initial grievance and of each successive written step of processing for the grievance to the City Manager or his/her designee within forty-eight (48) hours of its submission to the appropriate official within the Police Department.

Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement. Where the term "working days" is used in this Article, it shall refer to Monday through Friday. Saturdays, Sundays, and days designated as holidays for managerial employees of the Police Department or the City Manager's office are excluded from the term "working days." The time limits for filing the grievances and processing subsequent steps in the grievance process shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by a duly authorized representative of the City and the grieving party. Failure of the grievant to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the City to comply with the time limits set forth hereunder shall automatically move the grievance to the next level in the grievance process.

Probationary employees shall not have access to the grievance procedure for failure to satisfactorily complete the probationary period, but will be allowed to grieve other forms of discipline for which they are charged for specific infractions or violations of City or departmental rules, regulations, orders or other documents regulating conduct. The right of management to demote a probationary employee for failing to meet standards is absolute and no specific reason shall be given.

Section 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 that is defined in this Agreement. This shall specifically include grievances relating to suspensions, demotions and dismissals.

Section 4. Formal Processing of Grievances Initiated By Employee

The aggrieved employee may request that a Union representative be present at any time during the grievance procedure.

STEP 1

An aggrieved employee (Police Sergeant or Police Lieutenant) shall present his/her grievance in writing to the Police Major in his/her respective Division, or to the Deputy Police Chief if the employee is not assigned to a specific Division, within ten (10) working days after the employee has knowledge or constructive knowledge of the occurrence of the action giving rise to the grievance. The written grievance at this step, and at all steps thereafter, shall contain the following information:

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

2. The Article and Section of the Labor Agreement alleged to have been violated.

3. The action, remedy, or solution requested by the employee.

4. Signature of aggrieved employee and Union representative.

5. Reason for rejection of management's answer, if appealed (Steps 2 and 3 only).

6. Date submitted.

Grievances submitted at this step shall be reviewed and returned to the grievant if the form does not contain the above information. The grievant shall be notified of the insufficiency and afforded an opportunity to correct and resubmit the grievance within two (2) working days of its being returned to him/her. As used in this Article, the term "employee" shall also mean a group of employees having the same grievance. In such event, one aggrieved employee shall be designated by the group of employees to be responsible for processing the grievance. The Police Major or Deputy Police Chief receiving the initial grievance shall review the grievance and meet with the employee and a Union representative if one is requested and shall submit a response in writing to the aggrieved employee within ten (10) working days from the date the grievance was presented to him/her. The written response at this step and all steps thereafter shall contain the following information:

1. An affirmation or denial of the facts upon which the grievance is based.

2. An analysis of the alleged violation of the Agreement.

3. The remedy or solution, if any, to be made.

4. Signature of the appropriate management representative.

Where the Police Major or Deputy Police Chief 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 resolved at Step 1, the aggrieved employee may submit the grievance to the Police Chief within ten (10) working days from receipt of the response in Step 1. Such submission of the grievance at Step 2 shall be in writing. The Police Chief or designee shall obtain necessary facts concerning the alleged grievance and shall, within seven (7) working days following receipt of the grievance at Step 2, meet with the aggrieved employee and a Union representative if one has been requested. The Police Chief or his/her designee shall notify the aggrieved employee of his/her decision in writing not later than seven (7) working days following the meeting day with the employee.

STEP 3

If the grievance is not resolved at Step 2, the grievance and all responses thereto may be submitted to the City Manager or his/her designee within ten (10) working days of the time the response was provided in Step 2. At the request of the employee, the City Manager or his/her designee shall meet with the employee and a Union representative if one has been requested. The City shall determine who shall meet with the employee. Within ten (10) working days of the meeting with the employee, the City Manager or his/her designee will notify the aggrieved employee, in writing, of his/her decision. If a grievance is not submitted to the City Manager or his/her designee, it shall be deemed to have been resolved at Step 2 or to have been dropped by the grievant.

Section 5. 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 authorized representative of the Union. Such notice shall indicate the provision of the Agreement which the City contends is 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 6 of this Article.

Section 6. Grievance Arbitration

In the event that a grievance is still unresolved after Step 3 in Section 4 above or as provided in Section 5 above, the matter may 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 or his/her designee, the aggrieved party shall notify the City Manager or his/her designee of 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, then the other party shall strike a name. The process shall be repeated and the remaining name shall be the arbitrator selected. The arbitrator shall be notified of his/her selection. As promptly as can be arranged, but no later than thirty (30) days from the selection of an arbitrator, the arbitration hearing shall be held. In the event that the arbitrator selected is not available within the thirty (30) day time frame, the parties shall immediately obtain a new list from the Federal Mediation and Conciliation Service and select another arbitrator using the same process as previously referenced.

B. Each party shall pay its own expense for its representative, counsel and witnesses. The fees of the arbitrator, 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 parties.

C. The decision of the arbitrator shall be final and binding upon 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 in rendering his/her decision and such decision shall be limited to determination and interpretation of the explicit terms of this Agreement. If the City has denied the grievance on the basis that it was not timely filed and processed as required by this Article and if the arbitrator finds that the grievance was not timely filed or processed, then the arbitrator shall have no power to grant relief. No decision of the arbitrator shall create a basis for retroactive adjustment in any other case.

D. 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) calendar days from the date of the hearing.

E. The arbitrator shall arbitrate solely the issue presented.

F. Unless otherwise mutually agreed upon, the submission to the arbitrator shall be based solely on the originally written grievance submitted in the grievance process.

Section 7. Grievances arising out of the discharge, demotion, or suspension of a bargaining unit employee shall be initiated at Step 3 of the grievance procedure.

ARTICLE 7
PERSONNEL PRACTICES

Section 1. Duties of Police Sergeants and Police Lieutenants

A. The Union agrees that the duties of Police Sergeants and Police Lieutenants involve both the performance of general police duties and the supervision of designated police personnel. The City agrees that no Police Sergeant or Police Lieutenant shall 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 Police Sergeants and Police Lieutenants 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.

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 five (5) working days prior to that event.

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. As much notice as possible will be given when adjustments are necessary, but it is understood that hours must be flexible.

Section 3. Probation

An employee initially appointed or promoted to a class within the bargaining unit (Police Sergeant or Police Lieutenant) shall serve a probationary period of six (6) months of active service during which he/she shall have the opportunity to demonstrate to the satisfaction of the Police Chief his/her suitability for the job. In the event the employee is for any reason absent from duty for an accumulated period of eighty scheduled work hours or more, then all such time shall be added to and thereby extend the probationary period. The employee shall attain regular status in the class at the completion of the six-month period, unless the Department has notified Human Resources with just cause for withholding such status.

An employee, who during the probationary period does not demonstrate suitability for the class as determined by the Police Chief, shall be notified in writing and shall be demoted to his/her former classification. An employee serving a probationary period within the bargaining unit shall not be entitled to appeal his/her non-successful probationary period and/or return to his/her former position.

Section 4. Promotional Procedures

A. Eligibility -- All Police Sergeants who have completed the promotional probationary period successfully and who have served one year as a Sergeant following successful completion of the probationary period shall be eligible to compete in the promotional process held by the City for the classification of Police Lieutenant provided they have met the minimum qualification requirements established by the City.

B. Evaluation Process -- The promotional process shall be competitive. It shall be based upon an evaluation of the education and training of the candidates and their experience in the Clearwater Police Department.

C. 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. 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 Agreement.

Section 5. Certification and Appointment

The Human Resources Department shall provide in alphabetical order a certified promotional list for the filling of a vacancy in a permanent position. The Police Chief shall provide each certified eligible with the opportunity to be interviewed for the designated vacancy, provided however that if a candidate has been interviewed within the past one hundred and twenty (120) days for the position of Police Lieutenant, such candidate shall not have to be interviewed. (All such candidates shall be treated uniformly as to being re-interviewed or not being re-interviewed.) Selection from the Eligible List shall be at the sole discretion of the Police Chief and shall not be grievable.

Section 6. Removal of Names from Eligible List

Names of eligibles for Police Lieutenant shall be removed from the Eligible List by operation of any one of the following:

(a) Appointment through certification and selection from such list to fill a permanent position of Police Lieutenant.

(b) Declination of appointment when appointment is offered by the Police Chief.

(c) Separation from the City service of the eligible.

(d) Removal from the employment area designated by the City when such residence was required as a condition of employment or previous promotion.

(e) Determination by the City that the eligible willfully or knowingly gave false or wrong information, withheld information, or was evasive in responses relating to his/her employment background, training, education or character.

Section 7. 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 cost 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 police and related 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 8 Training

In addition to the training required by the State for certification or recertification, schools, training and career development courses as determined by the Department will be made available to all bargaining unit members. Officers who desire to attend will complete the departmental training request form and submit it to their supervisor.

All time spent in training which has been duly authorized by the Department shall be compensated as hours worked unless all four of the following are met: (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 Federal Fair Labor Standards Act.

The Department will select officers for attendance based on the needs of the Department.

Section 9. Light Duty Assignment

A. In the event an employee in the bargaining unit is unable to work at full-time duty but is certified by a licensed physician to work light or limited duty, subject to the availability of light or limited duty the City may assign such employee to an appropriate work assignment within the City of Clearwater work force. However, assignments in any Department other than the Police Department shall occur only in the event there are no available positions within the Police Department which the officer would be capable of performing. Assignments outside the Police Department shall be limited to only those positions which the officer is capable of performing, or would be capable of performing with a reasonable amount of on-the-job training and effort, based on the officer's physical ability, suitability to the work to be performed, and skills required to perform the work.

B. The City shall have the right to direct an employee to a licensed physician of its choice to determine if the employee is fit to work light or limited duty.

C. Failure of the employee to work light or limited duty when assigned may be grounds for disciplinary action.

Section 10. 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 any citizen pursuant to a request therefor, the City agrees to abide by current federal and state law and will not release any portion of the employee's file which is not required to be released by law. 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 11. Residency Requirement

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 only. 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 areas. Violation of this provision may be grounds for discipline.

Section 12. Tobacco Product Usage

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. In addition to the above, effective October 1, 2009 all bargaining unit members will comply with the City's Tobacco Product Usage Policy.

Section 13. Seat Belt and Safety Equipment Use

All employees are required to wear seat belts when driving or riding as a passenger in any City vehicle or in a personal vehicle while on city business, except in cases of operational necessity or when a city vehicle does not have available seat belts. Whenever the employee is furnished with City safety gear, he/she shall wear it whenever he/she is required to wear safety gear on duty.

The City shall issue each bargaining unit member with a bulletproof vest upon the request of the officer; provided however that it shall be just cause for disciplinary action if an officer issued a vest does not wear it as required while on field duty assignments in the Patrol uniform. Bulletproof vests shall be accessible to bargaining unit members for use where required in situations as defined by Departmental policy. An employee who has requested a bulletproof vest shall not be placed on patrol duties or hazardous assignments until such equipment has been issued.

Section 14. Physical Examinations, Inoculations, and Fitness

The City and Union agree that the physical fitness of police officers is of importance to insure the public of quality police service. The City will provide free and mandatory annual physical examinations or Life Scan Wellness Examination for each employee (to include an optional mammogram for females). 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 Supervisors.

The employee may submit proof of satisfactory completion of an equivalent physical examination by a physician of his/her choice. All employees whose physical fitness or medical status is deemed deficient in some manner as a result of the physical examination shall be counseled by the Department and shall be encouraged to undertake a fitness rehabilitation program in an effort to improve their physical fitness and health.

A. In the event that the Department determines that an officer requires an inoculation or immunization, then the same immunization or inoculation will be made available to the members of the employee's household.

B. Physicals will be administered no less than ten (10) months and no more than eighteen (18) months apart.

C. The Department will attempt to schedule physicals while the employee is on duty. Any annual physical fitness exam will also be administered during the employee's on-duty time. Work schedules of affected employees may be subject to change in order to accomplish this objective but only if the examinations cannot be scheduled during normal work hours. Employees may also be permitted with the approval of their supervisor to flex time within the same work week for time spent taking the physical. It is the employee's responsibility to ensure that they physical is completed, and no employee shall be paid for time spent taking a physical unless that time falls within his/her assigned shift or other work hours that the employee has been permitted to flex. 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.

   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.

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

Section 15. Outside Employment

Outside employment of bargaining unit members shall be subject to provisions of the City's Civil Service or the Departmental Rules & 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 mutual agreement of the parties.

Section 16. Funeral Detail

A. The Department shall permit one employee of this bargaining unit to be part of a funeral detail and permit this detail to attend the funerals of any law enforcement officer within the State of Florida who loses his/her life in the line of duty.

B. The City will supply the funeral detail with a marked cruiser for the purpose of attending funerals as provided in (A) above.

C. The City shall not be responsible for the payment of expenses of this detail such as gas, oil, lodging, and meals.

D. In the event the bargaining unit member who serves as the F.O.P. funeral detail is on-duty at the time of the funeral, he/she shall be released without loss of pay, provided however, that such member shall not be eligible during such time off for workers' compensation benefits in case of injury.

E. This provision shall not be subject to any grievance procedure.

Section 17. Take-Home Cars

The City reserves the exclusive right to determine if and when bargaining unit members shall be allowed to take city vehicles home and further retains the right to discontinue any current usage at any time.

Section 18. Legal Protection

The City agrees to defend any member of this 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 111.065, 111.07, 768.28(9), and 768.28(19) 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 employees 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.

Effective 60 days following the date of approval of this Agreement by the City Council, 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. 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 Supervisor'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 1st
Martin Luther King Day	Federal Holiday
Presidents Day	Federal Holiday
Memorial Day	Federal Holiday
Independence Day	July 4th
Labor Day	Federal Holiday
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The City shall permit the use of bargaining unit seniority with 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.

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 vacation leave for the holiday and/or the employee's vacation shall be extended one day.

C. In the event that one of the above named holidays occurs while an employee is on paid sick/injury leave, the employee shall receive holiday pay at his/her straight time rate and shall not be charged sick/injury leave pay for that day. In the event the employee is on sick/injury 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 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 employee's regular day off, 8-hour and 10-hour employees are paid eight (8) hour's holiday pay. (Both types of employees have worked 40 hours and are paid 48 hours -- a full week plus one (1) holiday.)

F. An employee 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.

G. Floating Holidays -- In addition to the holidays named above, employees shall be entitled to four (4) floating holidays. These days may be days off with pay and taken at the employee's request provided that operations will not be interfered with and provided further that such days shall be taken in full-day increments. Floating holidays shall be awarded at the end of the first payroll period of the payroll calendar year and must be taken by the end of the last payroll period of the same payroll calendar year. An employee may elect to take up to four floating holidays as a cash stipend. In such case, the employee will be paid at the rate of eight (8) hours for each floating holiday for which the employee makes this election.

Section 2. Vacations

A. Accrual of Vacation Leave

Vacation leave shall accrue on a bi-weekly basis based on 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

B. Use of Vacation Leave

1. All bargaining unit employees are entitled to use at least two (2) weeks of accrued vacation leave per year. Accrued vacation shall be authorized in any amount provided it does not adversely affect department operations.

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

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

4. There is no advancing of vacation pay.

5. Employees may take compensatory time off 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

1. Payment of unused vacation leave will be paid upon retirement or 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/Injury Leave

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 payroll basis -- (i.e., an employee on a 40-hour work week earns twelve (12) days per payroll 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. No sick leave balances are restored after a break in service.

D. Calculation for Use of Sick Leave

Sick leave may be authorized for 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 family member living in the "immediate household."

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

1. The employee has had at least twenty (20) years of continuous service with the City. 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 employee is receiving Workers Compensation shall not be deducted from continuous service; or

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

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

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

An 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.

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 in full-day increments. Bonus Leave Days must be used before the end of the payroll calendar year for which they are awarded. 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.

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. A payroll calendar year begins with the first day of the first payroll period for the first pay check date in the calendar year and ends with the last day of the last payroll period for the last pay check in the calendar year.

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

3. 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 the 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 family 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 purposes and limitations.

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

4. 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 unless the number of days in the leave pool becomes less than fifty days, whereby the committee may open up the opportunity for additional donations to be made during the calendar year.

   (a) No employee shall be permitted to donate more than four (4) days of leave per year to the pool unless modified with the prior approval of the City Manager.

   (b) 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).

   (c) Donations of pool leave time are irrevocable.

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

5. 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 with 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.

6. 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 60 days to be granted from the leave pool to a recipient may be approved at the sole discretion of the City Manager/designee.

7. 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

A. Each employee shall be allowed up to forty (40) hours funeral leave with no loss of pay and no charge against sick/injury leave in the event of a death in the "immediate family." "Immediate family" shall be defined as the following members: spouse, child, stepchild, mother, stepmother, father, stepfather, grandfather, grandmother, grandchild, brother, or sister of the employee or the employee's spouse.

B. Additional funeral leave for a death in the immediate family may be granted with the approval of the Police Chief.

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

D. 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.

4. 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;

5. For required active or inactive training duty as a member of the 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 year without loss of seniority rights or efficiency rating. Absence from duty for required military reserve training in excess of 240 hours per year or for any non-required military reserve training for which the employee initially volunteered shall not be compensated 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 to the City of such training assignments. Failure to provide any of the timely notices herein required 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.

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

1. The Army, Navy, Marine Corps, Air Force, Coast Guard and National 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 ninety (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 such position or to a position of like seniority, status and pay;

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 there exists no vacancy 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 or returned to a former position in which the employee had acquired permanent status 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 or returned to a former position in which he/she had acquired permanent status 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 examinations after return that he/she would have been eligible to take had he/she not been on military leave and to complete any uncompleted period of probation. No grievance shall be filed by any other employee in connection with this paragraph.

6. The employee shall submit to such medical and/or physical examinations as the appointing authority 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 appointing authority 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.

8. 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 this Agreement, applicable Civil Service/Personnel Rules, or City benefit policies, all other benefits dependent on length of employment to the same extent as if the employee had not been absent on such leave.

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.

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 when such time off does not in the judgment of the Police Chief interfere with the operations of the Department:

1. For participation in promotional examinations held by the City.

2. For serving on a jury. The employee shall 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, safety meetings or other meetings, including in-service training or in-service meeting. Employees who wish to attend career development training may be granted time off from duty with pay to attend such training, however compensation for such training shall be in accordance with Article 7, Section 8 of this Agreement.

B. An employee may be granted time off without pay 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.

C. With the prior approval of the City Manager and 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, or employees or their spouses, or for 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 a total of two designated Honor Guard members from the Department, 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.

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

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 and/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.

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 the paragraphs above be renewed upon written application therefore by the employee and approval of 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 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 reemployment list for the class or positions nearest approximating that in which he/she was employed immediately prior to such leave, provided the employee is physically and mentally qualified for such position. Should the names of two or more employees returning from leave be placed on the same reemployment list, the names shall be arranged in order of seniority.

ARTICLE 9
WAGES AND COMPENSATION

Section 1. Wages

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

B. Rules for Administering the Pay Schedule

Employees in the bargaining unit shall be eligible for performance review on their promotional anniversary date on an annual basis and considered for subsequent merit step advancement based on satisfactory evaluations, except as provided elsewhere in the provisions of this Section. Employees in the top step in their respective range shall not be eligible for merit increases; however, an annual performance evaluation shall be conducted on the employee's promotional anniversary date. Eligibility for review for within pay schedule increases shall be as follows:

Police Sergeants

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.

Police Lieutenants

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.

C. Responsibility for Performance Evaluations

Performance evaluations shall be based on a review of the employee's job performance and adherence to departmental rules, regulations and procedures. Performance evaluations will be by the employee's immediate supervisor and reviewed by Police Department senior management personnel and the office of the Police Chief.

D. Denial of Merit Step Advancement and Effect Upon Advancement

Employees who receive an evaluation on their promotional anniversary date 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 on that date. The effective date of this increase shall be utilized for the purpose of determining subsequent annual merit review dates. If the three-month follow-up rating is still less than satisfactory, the employee shall be reevaluated in another three months. If then rated satisfactory, the employee shall be provided a merit step advancement as of the second three-month follow-up review. The effective date of this increase shall be utilized in the future as ~~their~~ promotional anniversary date for the purpose of determining subsequent annual merit review dates. If still rated less than satisfactory, no merit step advancement shall be made and the employee will be evaluated on his/her regular promotional anniversary date.

E. 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 dependent upon and subject to negotiations in any successor Agreement.

Section 2. Work Week and Overtime

A. Normal Work Week: The normal work week for employees in the bargaining unit shall consist of forty (40) hours of working time. Generally, the employee will work five (5) days of approximately eight (8) hours per day, or four (4) days of approximately ten (10) hours per day; however, the City and Department may otherwise establish and flex an employee's schedule as necessary in their judgment to best provide police services in an effective and efficient manner. 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. Overtime: Employees shall be required to work overtime when scheduled or ordered by competent authority. Employees shall be paid time and one-half their regular rate for all hours worked after the employee has actually worked forty (40) hours in that work week. Only hours actually worked will count as hours worked for the purpose of computing overtime pay, unless otherwise specifically provided in this Agreement.

Section 3. Compensatory Time Allowance

Employees will be permitted 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 employee's immediate supervisor. 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 upon separation from City service.

Section 4. Shift Differential

Employees shall be entitled to shift differential pay as follows:

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 shift differential payments shall be computed as a percentage of the employee's base pay.

B. An employee'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 employee's shift. Temporary shift or duty assignments of less than fourteen (14) calendar days shall not entitle an employee to shift differential pay. Employees shall maintain shift differential pay during temporary Series 200 shift or duty assignments of less than fourteen (14) calendar days.

C. Shift differential pay shall be paid to any employee 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

A. Standby, other than court standby, for the purpose of this Section shall occur when the Police Chief or his/her designee places an employee on standby status and requires that the employee provides a telephone number at which he/she can be reached for the purposes of a Telephone Alert situation.

B. An employee assigned to standby will receive a flat fee of:
$15.00 per night, Monday through Friday (except Holidays)
$30.00 per night for Saturday, Sunday, or any Holiday listed in Article 8, Section 1, Paragraph A of this Collective Bargaining Agreement.

C. Only the Police Chief or his/her designee may place an employee on standby. This Section will only apply to 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 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, response to a lawful order for which the employee can be disciplined for his/her failure to comply. Recall specifically excludes court appearances. Police officers will be paid only 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 on the recall assignment.

Section 7. Acting Pay

If an employee is assigned to act in a higher classification for more than two (2) consecutive complete payroll calendar work weeks (Saturday through Friday), the employee shall receive five (5) percent above the employee's base pay retroactive to the date the employee assumed the Acting status.

When a bargaining unit employee is designated to serve in an acting capacity as a Police Major, such employee shall remain eligible to receive shift differential pay, overtime, and assignment pay. Any provisions of this Agreement which restrict the City's ability to schedule hours of work or shifts shall not apply.

Section 8. Job Assignment Pay

A. Sergeants who are assigned to the Criminal Investigations Division, Office of the Chief, Support Services Division, Traffic Unit, Special Operations, and the Field Training and Evaluation Program shall be granted job assignment pay at 5% over the employee's current base rate of pay.

Lieutenants who are assigned to the Criminal Investigations Division, Office of the Chief, Support Services Division, District Commanders, Special Operations, and the Field Training and Evaluation Program shall be granted job assignment pay of 5% over the employee's current base rate of pay.

B. Sergeants who are assigned to Community Policing Squads, Mobile Command Center operator, Patrol Support Supervisor, SWAT Team, Canine Officer, Crime Scene Photographer, or Traffic Homicide Investigator shall be granted job assignment pay of 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

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.

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. The above referenced 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. Should reduction of the number of employees in an assignment be necessary, such reduction shall be based upon the bargaining unit seniority of the employees in the affected assignment.

Section 9. Canine Assignment

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 Major 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, 2015 to September 30, 2018, a monthly allowance of $125.00 shall be provided for each dog kept at the employee's home for supplemental food, medical grooming, pest control, and related needs associated with care of the canine.

Section 10. Court 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 a minimum of three (3) hours pay 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, the employee will receive a minimum of two (2) hours pay. 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 scheduled work hours in response to subpoenas outside of Pinellas, Pasco, or Hillsborough counties will be paid in accordance with FLSA regulations.

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

(a) The employee reports for duty. Standby pay stops at the time the employee reports for duty or court.

(b) 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.

(c) 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 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 Worker's Compensation Law.

(c) The amount of line-of-duty compensation paid shall be the amount required to supplement funds received from the Florida Worker's 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 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. In such case, the sick/injury leave taken by the employee will be credited back to the employee's accrued sick/injury leave account. (Changes in workers' compensation law will modify this paragraph accordingly.) 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.

(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 the 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 and shall be considered as time worked. 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 Worker's Compensation Law shall control.

(g) 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.

(h) 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 Article 13 unless such failure to report was: (a) caused solely by and as a direct result of the employee's injuries or (b) 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.

(i) Any provisions 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. Uniforms and Plain-Clothes Allowance

A. Uniforms: 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 as it deems appropriate.

B. Plain-Clothes Allowance: Employees assigned to positions outside the uniform patrol division and who are not issued uniforms or other clothing by the department shall receive a plain-clothes allowance of $900 each year for Fiscal Years 2015/2016, 2016/2017, and 2017/2018. Plain-clothes allowance shall not be paid to employees on temporary or rotational assignments.

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

D. The City may determine the most appropriate way to pay uniform allowance; e.g., biweekly, monthly, quarterly, annually. Further, the City may change the manner in which the allowance is paid provided that employees are given not less than thirty (30) days' notice of the change and that the change does not reflect a reduction in the annual amount to be paid.

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 per fiscal year for the period from October 1, 2015 through September 30, 2018, subject to meeting the approval and eligibility requirements of the City's program. However, the City shall reimburse up to $1,800 per year for tuition fees of approved courses in a Master's Degree level program for the same period.

Employees in the bargaining unit must execute an Agreement to repay to the City any amount of Tuition Refund exceeding $650.00 reimbursed in a fiscal year period should such employee separate from the City within two (2) years of receipt of reimbursement. In the event that an employee separates from the City by retirement and opts to receive an extended sick/injury leave benefit, separation for the purpose of repayment of tuition refunds shall date from the employee's last actual work day and not the effective date of retirement.

ARTICLE 10
INSURANCE

The City agrees to meet with the Union and other City of Clearwater Unions' 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 it has available as would be required to formulate such a benefit package and to cooperate with the F.O.P. 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. All life insurance premium contributions and plans currently in force shall continue for the duration of this Agreement. The selection of an insurance company shall be of the employee's choice from the companies offered by the City as approved by the Insurance Committee.

ARTICLE 11
PERFORMANCE AND DISCIPLINE

Section 1. No employee who has successfully completed his/her probation period or extended probationary period as a Police Sergeant or Police Lieutenant shall be demoted, suspended or dismissed without just cause. All discipline will be for just cause and consistent with due process.

Employees have a right to Union representation at any time they believe 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, a Police Sergeant will have the right to confer with the Division Head and a Police Lieutenant will have the right to confer with the Deputy Chief 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 form the file in accordance with the State of Florida public records law.

Section 3. Performance, behavior management, and disciplinary procedures shall be found in the current Police Department SOP's and General Orders 211, 212, and 213. The City will notify the Union of any proposed change to the system of discipline or performance management. The Union will within a reasonable amount of time notify the City in writing of the specific impact of the proposed change and the intent of the Union to bargain the impact of the change to the system. Proposed changes will be consistent with sound personnel practice and may be implemented by the City provided that mandatory and permissive bargaining requirements have been met.

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

The City acknowledges the right of the employee or Union to grieve the application of the process or the application of any individual performance or behavior management standards.

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. 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 Majors and other management personnel will be trained to recognize the symptoms of drug abuse, impairment and intoxication. The City will permit two employees selected by the Union to attend such training class on City time.

Section 2. 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 3. 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.

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 was 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

Section 1. Employees shall participate in either the City Pension Plan or the Federal Social Security program as established by provisions of those programs. Should the City subsequently establish an alternate plan to the existing City Pension Plan which is made available to City employees

in the City Pension Plan, bargaining unit members may elect to convert to the alternate plan consistent with the provisions of the conversion procedure.

Section 2. Retirement Advancement

A. 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.

B. 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.

C. 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. Seniority in rank will be utilized to determine vacation selection, selection of floating holidays, and for bidding for shift assignments, provided that skills and qualifications are substantially equal and except as provided in Section 2 hereof.

Section 2. Bargaining unit members shall be permitted to bid shift assignments by seniority in rank but the Department reserves the right, based on its determination of operational demands to ensure that officers with specialized skills are appropriately deployed among the shifts and to ensure that officers with limited tenure in their job classification are distributed relatively evenly among the shifts. The Department reserves the right to designate up to four field training supervisors which will be distributed as follows:

1. One FTO supervisor permanently assigned to an FTO team in District II
2. One FTO supervisor permanently assigned to an FTO team in District III
3. Two "floating" FTO supervisor positions allocated to the regular patrol shift bid assignments and specialty assignments.
4. No more than one FTO Sergeant will be permitted to occupy the midnight relief shift at any given time.

Bargaining unit members who are selected for FTO supervisor assignments shall be permitted to bid among themselves by seniority in rank for the FTO supervisor assignments. Patrol Sergeants who are in special duty assignments such as Community Policing, Traffic Section, Camera Program Supervisor, or the Special Operations Section are not included in the bidding process.

An employee who is placed on light or restricted duty shall have bidding rights for shift assignments, but has no assurance of the assignment until he/she resumes full duty status. The Chief

of Police may reassign any officer when such reassignment is in the best interest of the Police Department. Such reassignment shall be with proper justification.

Section 3. An employee shall lose his/her status as an employee and his/her seniority if the employee:

(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 ten (10) calendar days after being notified to return by certified mail addressed to his/her last address filed with the Human Resources Department;
(e) 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 4. In the event that the City determines layoffs are necessary, all emergency, temporary, provisional or probationary employees shall be laid off before any regular status employee serving in the same class. If reduction in force requires further layoffs, the order of such layoffs shall be determined by seniority in rank.. An employee who is in a position that is subject to layoff shall have the option to revert to the position held within the Police Department prior to promotion to his/her current position, or to another sworn position of lower classification within the Police Department for which he/she is qualified. If this movement requires further reduction in force, the applicable bargaining agreement for the affected employees shall govern.

No new employee shall be hired or promoted to the classifications of Police Sergeant or Police Lieutenant until all Police Sergeants and/or Lieutenants on layoff or demoted from those ranks in lieu of layoff have been given an opportunity to return to work in their former Police Sergeant or Police Lieutenant position and seniority date, provided that after one year of layoff such employees shall cease to accrue seniority and that such reemployment rights shall cease after two years from the date of layoff.

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 14th day of May, 2015.

ATTEST:

Rosemarie Call

Rosemarie Call, City Clerk

CITY OF CLEARWATER, FLORIDA

By 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
FRATERNAL ORDER OF POLICE
Supervisors Bargaining Unit

WITNESSES:

_____

_____

By Sergeant Joel Morley

Sergeant Joel Morley, President
Clearwater Supervisors Bargaining Unit

By Paul J. Noeske

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

APPENDIX A

POLICE SERGEANT
PAY RANGE A-10

Step			October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
1			$2,489.39	$2,588.97	$2,692.53
2			$2,588.98	$2,692.54	$2,800.24
3			$2,692.51	$2,800.21	$2,912.22
4			$2,800.22	$2,912.22	$3,028.71
5			$2,912.23	$3,028.72	$3,149.87
6			$3,028.72	$3,149.87	$3,275.86
7			$3,149.87	$3,275.86	$3,406.90
8			$3,275.86	$3,406.90	$3,543.18

POLICE LIEUTENANT
PAY RANGE A-20

Step			October, 2015 Biweekly	October, 2016 Biweekly	October, 2017 Biweekly
1			$3,019.92	$3,140.72	$3,266.35
2			$3,140.73	$3,266.36	$3,397.01
3			$3,267.62	$3,398.32	$3,534.25
4			$3,398.31	$3,534.25	$3,675.62
5			$3,534.24	$3,675.61	$3,822.64
6			$3,675.61	$3,822.64	$3,975.54
7			$3,822.64	$3,975.54	$4,134.57