

AGREEMENT

BETWEEN

THE CITY OF TARPON SPRINGS

AND THE

SUN COAST

POLICE BENEVOLENT ASSOCIATION, INC.

October 1, 2017 - September 30, 2020
(A three-year contract)

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ARTICLE 1
PREAMBLE

SECTION 1. This Agreement is entered into by the City of Tarpon Springs, Florida, hereinafter referred to as the "City" and the Sun Coast Police Benevolent Association, Inc., hereinafter referred to as the "PBA" for the purpose of promoting harmonious relations between the City and the PBA, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full Agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

ARTICLE 2
RECOGNITION

SECTION 1. The City recognizes the PBA as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries and other conditions of employment for all employees certified by the Florida Public Employees Relations Commission (P.E.R.C.) under certification number 136.

SECTION 2. The only employees included in the bargaining unit are full time police officers and sergeants. No other classifications of present or future employees in the Police Department are represented by the PBA under this agreement unless the parties mutually agree to the recognition of additional classifications.

SECTION 3. The city will make available to the PBA three (3) copies of this agreement for the purpose of information and to make known that the PBA has been recognized by the city

ARTICLE 3
OPEN

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1. The PBA and the employees recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the City's right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof, to decide upon the number of employees that may be assigned to work on any shift or the equipment to be employed in the performance of such work or to classify or reclassify employees, change or add to or alter in any way job descriptions, reassign or reclassify employees, whatever may be the effect upon employment, when in its sole discretion it may deem it advisable to do all or any of these said rights. Management officials of the City further retain all the rights, in accordance with the applicable laws of the State of Florida, regulations, and provisions of the Civil Service Rules and Regulations, but are not limited to the following:

- A. To manage and direct the employees of the City.
- B. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- C. To establish change or modify the number, types, and grades of positions assigned to the department and to classify or reclassify the types and grades or positions of employees assigned to the department.
- D. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve from duties because of lack of work, funds or other legitimate reasons.
- E. To determine the methods, means and personnel by which said operations are to be conducted, including the right to contract and subcontract existing and future work.
- F. To determine the number of employees to be employed by the City.
- G. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- H. To set standards for services to be offered to the public.
- I. To exercise control and discretion over the organization and reorganization of the department and the efficiency of operations of the City.
- J. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- K. All matters covered by the Civil Service System.
- L. To establish, implement and maintain an effective Internal Security Procedure.

SECTION 2. The City and the City Commission have the sole authority to determine the purpose and mission of the Police Department and the amount of the budget to be adopted by the City Commission.

SECTION 3. If in the sole discretion of the City, it is determined that an emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this contract shall be suspended during the period of the emergency, by the City, provided that the wage rates and monetary fringe benefits shall not be suspended.

SECTION 4. If the union, its members or employees engage in any activities that are illegal under Chapter 447 of the Florida Statutes, the City will retain all of its rights under this Agreement and under the Florida Statutes.

SECTION 5. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the employer, may be required to perform duties not within their job description, provided it is Police Department related.

ARTICLE 5
PROHIBITION OF STRIKES

SECTION 1. The PBA, the employees, and the PBA members agree not to engage in a strike, as defined in the Florida Statutes, Chapter 447, work stoppages, or other similar forms of interference with the operation of the Police Department.

SECTION 2. Any employee who participates in or promotes a strike, work stoppage or other similar forms of interference with the operation of the Police Department shall be subject to disciplinary action, up to and including discharge.

SECTION 3. It is expressly understood and agreed that the PBA shall not be held financially liable for damages suffered by the City in the event of any unauthorized violation of this Article by any employees, provided the PBA shall:

- A. Within twenty-four (24) hours after giving written notice by the employer of such violation, promptly order the instigators and participants to cease all activities contrary to the provisions of this Article and contrary to the strike prohibition provisions of the Florida Statutes.
- B. Within twenty-four (24) hours after giving written notice by the employer of such violation, prepare and furnish to each employee in the bargaining unit the following notice:

"We have been advised by the City of Tarpon Springs that a strike or other violation of Article 5 of our Agreement has occurred. Inasmuch as no such strike or other violation has been authorized or sanctioned by this Association, you are herewith instructed to return to work immediately and to cease violating Article 5 of this Agreement."

SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.

By: _____

- C. Join with the City, at its option, in obtaining an injunction in the State Court restraining such violation; and
- D. Not interfere, directly or indirectly, with any attempts by the City to end the unauthorized violation of Article 5.
- E. In the event that certain bargaining unit employees who are involved in such unauthorized action shall refuse to discontinue such unauthorized action, the City shall have the right to discipline or discharge from employment or take any and all actions allowed under the Florida Statutes against such employees without any recourse to the grievance procedure.

SECTION 4. Employees covered by this Agreement, the PBA or its officers, agents, representatives, agree that Section 447.505 of the Florida Statutes prohibits them individually or collectively as public employees or as the association from participation in any strike against the City and prohibits them from instigating or supporting in any manner, a strike. Any violation of this article, Article 5, shall subject violator(s) to the penalties provided for by the Florida Statutes, this Agreement and the Rules and Regulations of the City.

SECTION 5. The City shall not lock out any bargaining unit employees during the term of this Agreement because of a labor dispute with the PBA.

ARTICLE 6
PBA REPRESENTATION

SECTION 1. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party. The bargaining committee of the PBA shall consist of not more than four (4) representatives. The PBA shall furnish the City Manager's Office with a written list of the PBA's bargaining committee, prior to the first bargaining meeting.

SECTION 2. PBA representatives shall be allowed to communicate official PBA business to members prior to on-duty roll call, and following off-duty roll call.

SECTION 3. Employees shall have the right to PBA representation if the employee desires to meet and consult with any supervisory or managerial official, via the appropriate chain of command.

SECTION 4. Copies of special orders, general orders or training bulletins affecting PBA members shall be made available to the PBA upon request, so long as such documents are provided by law to be public records.

SECTION 5. Special conferences on important matters will be arranged between the officers of the PBA and the Chief of Police or the City Manager. Arrangements for any special conferences shall be made five (5) calendar days in advance whenever possible and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda and the PBA representative shall be limited to no more than three (3) matters at any one (1) conference.

SECTION 6. Copies of all memoranda regarding police department operations and issued for all dissemination to the employees, by any means, shall be provided to the in-house PBA representative as authorized by the PBA President in writing.

ARTICLE 7
PBA BUSINESS

SECTION 1. Except in the case of an emergency, one (1) PBA official who is covered by this Agreement, shall be granted time off by the Chief of Police to attend State, County, and local PBA meetings, provided a written request is submitted five (5) working days prior to the time off period, and sufficient manpower is available in the regular shift to properly man the department during the absence of the PBA official.

SECTION 2. Time off for attendance at the State, County and local PBA meetings shall be allowed by exchange of duty time, class for class, by members of this Unit and by approval of the Chief of Police, at no cost to the City.

ARTICLE 8
CHECKOFF

SECTION 1. Employees covered by this Agreement authorize payroll deductions for the purpose of paying PBA dues, PBA dental plan premiums and uniform assessments. No authorization shall be allowed for payment of initiation fees or fines.

SECTION 2. The PBA will initially notify the City as to the amount of payroll deductions. Such notification will be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA dues, PBA dental plan premiums and uniform assessments will be similarly certified to the City and shall be done at least thirty days in advance of the effective date of such change.

SECTION 3. Dues, dental plan premiums and uniform assessments shall be deducted from the first paycheck of the month and the funds deducted shall be remitted to the treasurer of the PBA within thirty (30) days.

SECTION 4. The payroll deduction shall be revocable by the employee notifying the City and PBA in writing on a prescribed form.

SECTION 5. For the purpose of putting this Article into effect the PBA will furnish the City with the forms for such individual authorization.

SECTION 6. The PBA will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City on account of payroll deductions of PBA dues, PBA dental plan premiums and uniform assessments.

ARTICLE 9
BULLETIN BOARDS

SECTION 1. The PBA shall have the use of a bulletin board located within the office area of the Police Department.

SECTION 2. The authorized bulletin board for PBA use shall be restricted to:

- A. Notices of PBA meetings.
- B. Notices of PBA recreational and social affairs.
- C. Notices of PBA appointments, PBA elections and results of PBA elections.
- D. Other notices concerning PBA affairs that are not political or controversial in nature.

The PBA will remove from the bulletin board, upon the written request of the City, any material that in the City's judgment is libelous, scurrilous or detrimental to the labor-management relationship.

There shall be no other general distribution, or posting by employees, or pamphlets, advertising or political matters, notices, or any kind of literature upon City property other than as herein provided.

ARTICLE 10
GRIEVANCE PROCEDURE

A Grievance is hereby defined as any alleged dispute or controversy arising out of the interpretation or application of this agreement covering the employee or employees concerned. Unless by mutual consent a substitute procedure is adopted, grievance matters shall be processed in accordance with the procedure set forth in this Article 10.

SECTION 1. INFORMAL PROCEDURE

It is the desire of the City to address grievances informally, and supervisors and employees are expected to make every effort to resolve problems as they arise. Nothing herein contained shall be construed to discourage, diminish, or impair such informal procedures and practices.

SECTION 2. GRIEVANCE FILING

If informal efforts to resolve the grievance are unsuccessful, an employee or group of employees may initiate a formal grievance, no later than ten (10) working days following the occurrence, by completing Step 1, Part A of the prescribed grievance form.

- A. The employee must state the grievance clearly, setting forth the specifics involved and the reason why the employee considers it to be justified, and
- B. The employee must state the remedy desired.

STEP ONE (1) OF GRIEVANCE PROCEDURE

The grievance is submitted to the Police Chief for resolution. The Police Chief shall inform the employee of his decision and the reasons for the decision within ten (10) working days from the file date of the grievance.

STEP TWO (2) OF GRIEVANCE PROCEDURE

If the employee is not satisfied with the Police Chief's response, or if he/she does not receive such response within the time limit prescribed in the preceding paragraph, he/she may submit the grievance to the City Manager within ten (10) working days. The City Manager has ten (10) working days from receipt of the grievance in which to respond. The City Manager's response to the grievance shall be communicated to the employee on the grievance form.

- 2.1 Any exhibits, attachments or additional documentation in support of the grievance by the employee or response to the grievance by the Police Chief or City Manager may be attached and become part of the grievance.
- 2.2 The time limits contained in this grievance procedure may be waived by mutual consent.
- 2.3 The aggrieved employee shall have the right to appear and has the right to the assistance of a union representative to represent the employee in grievance meetings.
- 2.4 All parties to the procedure are permitted to present relevant witnesses and documentation.

ARTICLE 11
ARBITRATION

SECTION 1. Either party may request arbitration of a grievance unsettled at the last step of the grievance procedure in accordance with the requirements of this Article.

SECTION 2. Either party may submit the grievance to arbitration by sending to the other party, by registered mail or certified mail within ten (10) working days or within the additional period of ten (10) working days as extended by written agreement of the parties, after the City Manager's response is due in Step 2 of the grievance procedure, a notice in writing in which the matter to be arbitrated is clearly set forth, as provided herein.

SECTION 3. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder:

- A. The grievance was filed in writing and processed in the manner and within the time limits prescribed in the grievance procedure of this Agreement.
- B. The written grievance and the request for arbitration clearly identify the Section or specific provisions of the Agreement allegedly violated.

All demands for arbitration that are not subject to arbitration as a matter of right under the provisions of this Section above shall not be subject to arbitration.

SECTION 4. It is the specific agreement of the parties that an arbitrator, in determining whether a grievance upon which arbitration has been requested is arbitrable, shall:

1. Give strict interpretation to the terms of this agreement;
2. Consider that this agreement sets out expressly all the restrictions and obligations assumed by the respective parties and that no implied restrictions or obligations are inherent in this Agreement or were assumed by the parties in entering into this Agreement;
3. Find that the grievance upon which the request for arbitration is based on is not arbitrable unless the time limits and procedures provided for in the grievance procedure and this Article have been strictly complied with unless parties have agreed in writing to waive each time limit and procedure.

SECTION 5. After the conclusion of the final step of the grievance procedure, either party may apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators and from this list one (1) shall be selected by the process of elimination. The parties shall strike names from the list alternately, the moving party having the first strike, and the arbitrator remaining after each party had three (3) strikes shall be named the arbitrator for the grievance. All arbitrators must have a Florida address for expense reimbursement. Either party may reject a panel one time. Such arbitrator shall consider and determine the dispute pursuant to the established rules of arbitration and pursuant to the provisions of this Agreement and his decision shall be final and binding.

SECTION 6. The cost of the arbitration shall be borne by the losing party. If neither party is sustained completely, the costs of the arbitration shall be split evenly between the two parties. If either party requests a transcript, the cost will be split evenly. If during the course of the arbitration the aggrieved issue is resolved any associated cost will be split evenly.

SECTION 7. The arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or alter in any way the provisions of this Agreement; he shall not have authority to pass on questions relating to his own jurisdiction; and he shall not have authority or be empowered to effect, rule upon, to grant extension of renewal of this Agreement.

SECTION 8. In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is remedial and under no circumstances shall an employee be made more than whole or receive back-pay for a period prior to first filing a grievance in writing, furthermore, no award for back-pay shall exceed the amount of wages the employee would have earned at his regular wage rate less any unemployment compensation, or any other compensation from any source, that he was receiving while not working for the City.

SECTION 9. The arbitrator shall render his award within thirty (30) calendar days after the date mutually agreed upon by the parties allowing for the receipt of the transcript and briefs submitted to the arbitrator that officially closes the hearing.

SECTION 10. The arbitration award, if any, shall be implemented by the appropriate parties within fifteen (15) days after receipt of the award, unless the City intends to challenge the arbitrator's award in court of competent jurisdiction. In that event, the City shall officially notify the PBA in writing.

ARTICLE 12
PAY PLAN

SECTION 1. Any member promoted to the next higher rank/grade shall realize at least a five percent (5%) increase in base pay and shall be placed at an appropriate level in the salary range at the discretion of the Police Chief.

SECTION 2. The pay plan for all bargaining unit employees is defined in Appendix 2 of this Agreement.

SECTION 3. All salary increases, in Article 12, are conditional upon performance evaluations, as outlined in Appendix One Performance Evaluations, which is attached to this agreement. Deductions of wage increases that are 2% or less shall not be subject to the grievance and arbitration provisions of this contract. It is understood that no employee will receive base pay in an amount greater than the maximum pay for the applicable job classification.

ARTICLE 13
OPEN

ARTICLE 14
CLOTHING ALLOWANCE

SECTION 1. Effective October 1, 2005, the clothing allowance shall be four hundred dollars (\$400.00) a year paid in quarterly installments for uniformed officers and plain clothed sworn personnel other than Detectives. Detectives shall receive six hundred dollars (\$600.00) under this provision.

SECTION 2. Where possible the City will establish a purchase agreement with a uniform vendor affording Police Officers the opportunity to purchase uniform related personal items directly which may increase their purchasing powers

SECTION 3. Employees covered by this agreement will receive one hundred dollars (\$100.00) per fiscal year for footwear in accordance with department Standard Operating procedures.

ARTICLE 15
OFF DUTY COURT ATTENDANCE

SECTION 1. In the event that Court attendance may be required while off duty, employees shall be compensated for a minimum of three (3) hours for the first court appearance in any given calendar day, subject to the provisions set forth in Section 3 below. All hours of compensation for court appearances will count toward the build up of hours worked for overtime purposes, as defined in Article 16, Section 3. The City shall provide a vehicle when available.

SECTION 2. All personnel shall be required to personally report their court time, as determined by the Chief of Police, detailing their start time and ending time. This information is to be reported at the beginning of the first tour of duty following the court appearance.

SECTION 3. Compensation for Court Appearances:

1. In the event that the court appearance begins less than three (3) hours prior to the assigned tour of duty, time actually worked to the beginning of the shift shall be credited.
2. For each court appearance in excess of three (3) hours, employees shall receive credit for all hours during which attendance is required.
3. Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited. If treated as separate appearances, the employee will be guaranteed a three (3) hour minimum credit for the additional appearances providing there is a three (3) hour lapse between the release from the first appearance and the beginning of the subsequent appearance.

ARTICLE 16
BASIC WORKWEEK AND OVERTIME

SECTION 1. Departmental Management will establish the basic workweek and hours of work best suited to meet the needs of the department and provide superior service to the community.

SECTION 2. The basic workweek shall be 40 hours. This shall include a basic 8-hour shift. Employees' hourly pay rates shall be calculated according to a 40-hour week. Overtime shall be any hours worked over 40 in a given work week not including pre-shift. Holidays and sick days shall be calculated as if pre-shift was included. The workday shall include a paid one-half (1/2) hour lunch break and two (2) fifteen (15) minute breaks per day.

SECTION 3. All required and ordered work performed in excess of the forty (40)-hour weekly schedule (not including pre-shift) shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's straight time rate of pay. For the purpose of computing overtime, any time more than fifteen (15) minutes but less than thirty (30) minutes shall be computed as one-half (1/2) hour; any time less than forty-five (45) minutes but more than thirty (30) minutes shall be computed as one-half (1/2) hour; any time more than forty-five (45) minutes but less than one (1) hour shall be computed as one (1) hour.

SECTION 4. For purposes of overtime computation, actual hours worked, vacation, and administrative leave with pay shall be considered as time worked. All other leaves of absence with or without pay shall not be considered as time worked.

SECTION 5. Employees shall be required to work overtime when requested unless excused by supervision. In the event any employee is required to work overtime, he/she will not be required to use annual leave nor be placed in a "Leave Without Pay" status during the basic work period in order to compensate or offset the overtime hours worked or to be worked.

SECTION 6. CALL BACK: Employees required to come to work on off hours shall be paid for the actual time worked with a minimum of (3) hours, at the rate of time and one-half (1-1/2) pay. Any member required to return to duty because of failure to complete duties (during their tour of duty) in the approved and required manner or to correct an improperly completed report or other work product, shall do so without compensation from the City. However, such requirement to return to duty shall not be invoked in an arbitrary or abusive manner to avoid the payment of overtime. **COPS PROGRAM:** Employees that either volunteer or are required to work a COPS Program detail during their off hours shall be paid for a minimum of two (2) hours call back time.

SECTION 7. STANDBY TIME: In order to provide coverage for services during off duty hours, it may be necessary to assign and schedule certain employees to Standby Duty. A Standby Duty assignment is made by the Chief of Police who requires an employee to be available for work due to an urgent situation on his or her off duty time which may include nights, weekends, or holidays.

Employees while on Standby Duty will be provided a departmental vehicle to take home, if available, and when called out, overtime pay of time and one-half (1-1/2) over forty (40) hours based on forty (40) hours weekly, will be paid in the same manner as regular overtime is paid.

SECTION 8. A work schedule covering two (2) pay periods shall be established by the City and shall indicate the hours of work for each member, the member's days off and all other specially assigned work hours.

SECTION 9. Any officer who works a "Special Detail" while off duty and is paid by the City will receive a minimum of three (3) hours overtime. A "Special Detail" is defined as an event within the City where part of the officers assigned are hired by the event sponsor and the remaining assigned officers are paid by the City. Officers working "Special Details" arranged through the department are considered in service to the City. Overtime will be paid only if in compliance with Article 16 as it relates to the basic workweek.

SECTION 10. Officers who attend five (5) consecutive days of training outside a 15-mile radius from the station shall receive one (1) paid day off to be taken within two pay periods from the end of the training class, as assigned by management.

SECTION 11. 12 HOUR ALTERNATE WORK SCHEDULE:

A. General Definition. “Day” shall be interpreted as 12 hours for those employees working a 12 hour shift schedule and “week shall be interpreted as 42 hours. The work period shall be defined as 84 hours in a 14 day cycle.

B. Article 4. Management Rights. It shall be understood under Article 4 Section 1G that Management retains the right to hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City. Therefore, it shall be the sole discretion of Management to assign or remove employees to or from positions working the alternate work schedule, determine staffing levels, or to discontinue the 12 hour shift schedule if it should be determined to adversely affect the operations of the department.

C. Article 12. Pay Plan. Employees assigned to a 12 hour shift schedule shall be compensated at the same hourly rate as provided for in Appendix 2 of the agreement. Annual compensation shall be based on 2185 hours per year.

D. Article 16. Basic Workweek and Overtime.

Section 2. Work Period. The basic work period for employees assigned to a 12 hour shift schedule shall be 84 hours in a 14 day work cycle. Employees working the 12 hour shift shall be compensated utilizing an average workweek of 42 hours. The 12 hour shift workday shall include a paid one (1) hour meal break and two (2) fifteen (15) minute breaks, whenever practical.

Section 3. Overtime. All work performed in excess of the eighty-four (84) hour, 14 day work period, shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 ½) times the employee’s straight time rate of pay. Overtime must be approved by a supervisor prior to the time being worked. Failure to obtain prior approval may result in disciplinary action.

Section 7. Standby Time. Employees assigned to a 12 hour shift schedule while on Standby Duty will be compensated at the overtime rate of time and one-half (1 ½) for all hours worked over 84 hours in the 14 day work cycle.

E. Article 20. Holidays.

Section 2. Compensation. Eligible employees assigned to the 12 hour shift schedule that are not required to work the holiday will receive twelve (12) hours compensation at the base rate of pay for each approved holiday. Employees required to work on the holiday shall receive additional compensation according to the following holiday formula:

Actual Holiday Hours Worked ÷ 2 = Number of Hours Paid at Straight Time Overtime (not to exceed 6 hours)

F. Article 22. Sick Leave Award. For employees assigned to the 12 hour shift schedule the term day shall be interpreted as 12 hours.

G. Article 23. Vacations. Section 2, Section 3 and Section 4: For employees assigned to the 12 hour shift schedule, “day” shall be interpreted as 12 hours and “week” shall be interpreted as 42 hours.

H. Article 31. General Provisions. Section 4. Funeral Leave. For employees assigned to the 12 hour shift schedule, “day” shall be interpreted as 12 hours.

I. Article 35. Read Off Compensation. This article shall not be applicable to employees assigned to the 12 hour shift schedule. Read off time will be incorporated into the 12 hour shift.

J. Article 39. Duration and Term of Agreement. There will be no expectation by the parties that the 12 hours shift schedule will extend beyond the term of this Agreement.

ARTICLE 17
PROBATIONARY PERIOD

SECTION 1. All newly hired employees shall serve a probationary period of twelve (12) continuous calendar months of patrol time, uninterrupted by any type of service break, except as follows. Such probationary period shall commence after completion of the field-training program and may be extended at the discretion of the Police Chief for absences of greater than one hundred and twenty (120) hours.

SECTION 2. Probationary employees' service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the PBA shall have recourse to the grievance procedure over such termination.

SECTION 3. During the probationary period, all the provisions of this Agreement will apply to probationary employees except for the following conditions:

1. All employees are paid holiday pay from the first day on the job.
2. Except in cases of injury incurred in the line of duty, employees shall not be entitled to use sick leave until the completion of thirty (30) calendar days of continuous service following the date of original appointment. Use of earned sick leave is authorized during the probationary period if necessary.

ARTICLE 18
SENIORITY

SECTION 1. CITY SENIORITY: City Seniority is defined as length of service with the City determined from the employee's most recent date of employment or re-employment.

SECTION 2. CLASSIFICATION SENIORITY: Classification seniority shall be understood to mean length of service in a particular classification and shall be measured from the date an employee first worked in the classification to which he is presently assigned. An employee shall have classification seniority in no more than one (1) classification at any time. After successful completion of the probationary period, length of service in classification reverts to date of entry, transfer or promotion to present classification.

SECTION 3. Length of service under this Agreement shall prevail only if ability, experience and training are equal as determined by the City.

SECTION 4. City seniority shall be used for purposes of computing pensions, service awards and other matters based on length of service.

SECTION 5. Classification seniority shall be used in conjunction with the job classifications for purpose's of layoff and recall.

SECTION 6. Seniority of employees shall be terminated for reasons including the following:

1. Voluntary termination;
2. Discharge for just cause;
3. Failure to return to work unless the employee shall have a justified excuse for failure to return;
4. By the employee being absent from work for two (2) working days without properly notifying his or her immediate supervisor and giving a satisfactory reason for the absence;
5. Permanent layoff and has not been recalled for three (3) months;
6. Leave of absence without pay for thirty (30) calendar days or more that the City has not extended.

Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City Seniority date or the classification seniority date to be adjusted.

SECTION 7. Any police officer physically disabled in the line of duty, if transferred to another position or department within the City of Tarpon Springs, shall maintain all City rights previously accrued.

ARTICLE 19
SPECIAL ASSIGNMENTS

SECTION 1. Working Out of Classification. Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a rank above that which he/she normally holds shall be paid five percent (5%) of his/her base hourly rate while so acting if he/she works in the higher position for 6 hours or more.

SECTION 2. Field Training Officer Assignment. Any employee covered by this Agreement who is assigned as a Field Training Officer shall be paid five percent (5%) of his/her base hourly rate while actually working in this capacity.

SECTION 3. Corporal Assignment. Any employee covered by this Agreement who is assigned as a Corporal shall be paid five percent (5%) of his/her base hourly rate while so assigned. Employees assigned as Corporals shall be expected to perform the duties and responsibilities of the Sergeant in his/her absence and the duties and responsibilities of a Field Training Officer when assigned, without any additional compensation.

SECTION 4. Corporals and Field Training Officers shall be considered to be assignments, not recognized classifications. All assignments shall be offered based on qualifications for such assignment in the sole judgment of the Chief of Police. The entire process including commencement and termination of the assignments described in this article shall be at the discretion of the Chief of Police and shall not be grievable or arbitrable.

ARTICLE 20
HOLIDAYS

SECTION 1. **HOLIDAYS OBSERVED:** The following shall be recognized as paid holidays:

New Year's Day
Epiphany (January 6th)
Dr. Martin Luther King, Jr. Birthday
Presidents Day
Memorial Day (last Monday in May)
July Fourth
Labor Day (first Monday in September)
Veteran's Day (National Observance)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day

(All holidays will be observed on the calendar date.)

During the term of this agreement, all members of the bargaining unit shall enjoy the same holidays observed by the City of Tarpon Springs.

SECTION 2. **COMPENSATION:** Eligible employees not required to work on the holiday will receive eight (8) hours compensation at the base rate of pay for each approved holiday.

Because of the nature of employment with the Police Department, recognition of the actual holidays by granting leave is not always possible. Employees required to work on the holiday shall receive additional compensation according to the following holiday formula:

Actual Holiday Hours Worked ÷ 2 = Number of Hours Paid at Straight Time Overtime (not to exceed 4 hours)

SECTION 3. **ELIGIBILITY FOR HOLIDAY PAY:**

In order to be eligible for Holiday Pay, the employee must have worked their last regularly scheduled work day prior to and first regularly scheduled work day after the holiday, unless this requirement waived by the Chief of Police.

SECTION 4. **HOLIDAY PAY NOT PAID:** No holiday pay will be paid to employees on leave of absence or layoff. If an employee is scheduled to work on a holiday and is absent from work, he/she shall not receive holiday pay for that day unless excused by the City.

ARTICLE 21
INJURY LEAVE

SECTION 1. The City agrees to pay the following compensation to any employee injured while acting in the line of duty, in accordance with the following definitions, terms and conditions:

An employee who is temporarily disabled while acting in the line of duty will continue to receive wages, subject to the following conditions:

- A. The disability must have resulted from an injury or illness sustained directly in the performance of the employee's work, with case law regarding on-duty disability under the Workers' Compensation Act, and Section 185.34, F.S. to be used as a general standard.
- B. If incapacitated for the employee's regular position, such employee shall be given other duties with the Police Department for the period of recuperation, if practical. Unwillingness to accept such an assignment as directed by the Chief of Police will make the employee ineligible for disability leave during the time involved.
- C. A physician selected by the employer will be used to determine the physical ability of the employee to continue working or to return to work. Any medical or other examinations required by the employer shall be at the employer's expense with transportation to and from such examination provided by the employer.
- D. No such leave shall be given for more than 90 days. The City Manager may grant additional monthly extensions of such ninety (90) day period upon request of the employee.
- E. An employee on Workers' Compensation leave shall receive full pay and benefits (except as outlined in subsection E.2 below) during the period of recuperation without deduction from sick leave during the first ninety (90) days. The employer shall pay the difference between workers' compensation benefits and the employee's net pay at the date of the injury for the ninety (90) day period. After the ninety (90) day period, the City will continue to pay the difference between workers' compensation benefits and the employee's net pay at the date of injury, but the employer shall deduct such difference from the accrued sick leave of the employee. After the accrued sick leave is exhausted, the employee is only entitled to workers' compensation benefits.
 - E.1 During the period outlined in Section 1, paragraph E, the City will continue all payroll deductions accordingly, as previously requested by the employee.
 - E.2 An employee involved in a motor vehicle accident while not wearing a seatbelt will be subject to the statutory reduction in pay in accordance with Florida Statute 440 *Workers' Compensation Act*, unless said act is done in conjunction with an act of officer safety concerns.

SECTION 2. It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under the Workers' Compensation Law or the requirements of the City's Workers' Compensation insurance coverage.

SECTION 3. An employee who has filed a Workers' Compensation claim shall not be interviewed until and unless the employee is represented by a representative of his/her choice, who shall be present at all times during the interview.

ARTICLE 22
SICK LEAVE AWARD

SECTION 1. Sick leave shall be granted with pay to all regularly employed, full-time employees in the Police Department at the rate(s) defined below. Sick leave not utilized for the purpose intended at the time of the employee's retirement or termination in good standing after at least five consecutive years of service, shall be paid a percentage of accrued sick leave equal to their full years of service (i.e., 5 years = 5%; 6 years = 6%, etc.) with a maximum not to exceed forty (40) days.

A. Employees hired prior to 10/01/96:

B. Employees hired on or after 10/1/96:

YEARS OF SERVICE	DAYS PER YEAR	TOTAL DAYS	TOTAL DAYS PAID	YEARS OF SERVICE	DAYS PER YEAR	TOTAL DAYS	TOTAL DAYS PAID
5	14	70	3.50	5	12	60	3.00
6	14	84	5.04	6	12	72	4.32
7	14	98	6.86	7	12	84	5.88
8	14	112	8.96	8	12	96	7.68
9	14	126	11.34	9	12	108	9.72
10	14	140	14.00	10	12	120	12.00
11	14	154	16.94	11	12	132	14.52
12	14	168	20.16	12	12	144	17.28
13	14	182	23.66	13	12	156	20.28
14	14	196	27.44	14	12	168	23.52
15	14	210	31.50	15	12	180	27.00
16	14	224	35.84	16	12	192	30.72
17	14	238	40.00	17	12	204	34.68
18	14	252	40.00	18	12	216	38.88
19	14	266	40.00	19	12	228	40.00
20	14	280	40.00	20	12	240	40.00
21	14	294	40.00	21	12	252	40.00
22	14	308	40.00	22	12	264	40.00
23	14	322	40.00	23	12	276	40.00
24	14	336	40.00	24	12	288	40.00
25	14	350	40.00	25	12	300	40.00
26	14	364	40.00	26	12	312	40.00
27	14	378	40.00	27	12	324	40.00
28	14	392	40.00	28	12	336	40.00
29	14	406	40.00	29	12	348	40.00

SECTION 2. SICK LEAVE ABATEMENT PROGRAM

At any time during the duration of this contract, if the city reinstates the sick leave abatement program employees covered by this agreement will also receive it.

SECTION 3. ADDITIONAL BENEFIT

Should any changes be made to the City policy increasing the employees' benefits regarding this section, the members of this bargaining unit shall be entitled to said increases.

ARTICLE 23
VACATIONS

SECTION 1. Annual leave is used for vacations and time off for personal matters.

After an employee completes the probationary period, such employee may use annual leave with the prior approval of the Police Chief. Vacation time and time off for personal matters must be approved in advance of the time that is wanted off from work.

SECTION 2. Employees hired prior to October 1, 1996:

Annual leave or vacation will be granted on the following basis:

- a. After twelve months continuous service two (2) weeks
- b. After two years continuous service, three (3) weeks
- c. After three years continuous service, three (3) weeks and one additional day.

In addition to the regular annual leave or vacation time that an employee has earned, the employee will also earn one "additional" day of vacation time or annual leave for each full calendar year that he/she has worked for the Department after completion of three full years. This means that when an employee has completed three full years with the Department he/she would be entitled to his/her vacation of three weeks plus one "additional day". After the third year, the additional vacation days will accrue on a calendar month basis from the employee's date of hire.

* Note: Day denotes 8 hours; a week 40 hours

FULL CALENDAR YEARS OF SERVICE	REGULAR DAYS VACATION (weeks)	ADDITIONAL TOTAL DAYS EARNED	EARNED EACH YEAR
1	2	-	10
2	3	-	15
3	3	1	16
4	3	2	17
5	3	3	18
6	3	4	19
7	3	5	20
8	3	6	21
9	3	7	22
10	3	8	23

Employee reaches maximum vacation of 23 days after 10 years

SECTION 3. Employees hired on or after October 1, 1996:

FULL CALENDAR YEARS OF SERVICE	REGULAR DAYS VACATION (weeks)	ADDITIONAL TOTAL DAYS EARNED	EARNED EACH YEAR
*1	2	2	12
2	2	2	12
3	2	3	13
4	2	3	13
5	3	0	15
6	3	0	15
7	3	0	15
8	3	1	16
9	3	1	16
10	4	0	20

Employee reaches maximum of 20 days after 10 years

*First year is defined as being after completion of probationary period. All subsequent years are based on full calendar years from date of employment

SECTION 4. VACATION SELF FUNDING

Vacation Sell Back will be available to all members for the duration of this agreement.

4.1 The vacation self funding program is available to all employees that accrue vacation time, have the requisite and eligible amount of accrual to fund the program and has not been subject to disciplinary action for a level 4 or 5 offense during the 12 month period preceding the vacation time to be taken off. An employee may utilize this program normally once during a benefit year (fiscal year).

4.2 In order for accrued vacation time to be eligible for sell back it must have been posted to your accrual balance no later than September 30 of the previous fiscal year. Vacation time off must be in full weekly increments.

4.3 A maximum of fifteen (15) days' vacation may be sold back in any fiscal year. Sell back vacation time can be up to 5 days for each week taken as follows:

- a). take one week and sell up to 5 days (up to two times).
- b). take two weeks and sell up to 10 days (once).
- c). if an employee has taken the maximum sell back under Section a). or b). and still has at least a 200-hour balance, then he/she may sell back an additional five (5) days without having to take additional vacation.
- d). sell back vacation time will be paid at the time vacation starts.
- e). any additional sell back provisions offered to other city employees shall be made available.

SECTION 5. ADDITIONAL BENEFIT

Should any changes be made to the City policy increasing the employees' benefits regarding this section, the members of this bargaining unit shall be entitled to said increases.

ARTICLE 24
EMPLOYEE RIGHTS

SECTION 1. The City agrees to comply with the provisions of Florida Statute, Section 112.532, known as the "Policeman's Bill of Rights" as amended from time to time.

SECTION 2. **BLOOD DONORS** The Chief of Police shall excuse for two (2) hours of duty, with pay, any employee of their command who volunteers to donate blood. There shall be no limit to the number of times a year an employee may invoke this Section, so long as the donated blood is to his immediate family, City Department, PBA, or in any emergency.

SECTION 3. **COMPLAINT REVIEW BOARD** The City agrees to comply with the State Statute concerning Complaint Review Boards. The Board will be impaneled upon the request of any aggrieved officer. A complaint review board shall be composed of three members: One member selected by the Chief of Police; one member selected by the aggrieved officer; and a third member to be selected by the other two members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the county. The Complaint Review Board's decision is binding on both parties. The decision of the Complaint Review Board cannot be the subject of a grievance under the grievance and arbitration procedure set forth herein.

SECTION 4. Letters of complaint shall not remain or be inserted into an officer's personnel record unless they have been investigated.

SECTION 5. Employees will be advised of complaints or commendations placed in their file and employees will have the opportunity to sign same. However, if there is a complaint, the subject officer(s) shall have absolutely no contact of any kind with the complainant(s) without the approval of the Chief of Police, except to fulfill the normal scope of police duties.

SECTION 6. Charges against employees leading to disciplinary action shall be specific in nature and shall not be vague.

SECTION 7. The City will process complaints against employees only as they relate to their job duties, performance or their job duties, and violations of laws.

SECTION 8. When possible, complaints against employees will be received in writing and the employee shall be informed of the name of all complainants. If the complaint was anonymous or the Chief of Police is the complainant the officer shall be so advised.

SECTION 9. Complaints against employees will be dated with an investigation started within ten (10) days.

SECTION 10. Investigations of allegations of misconduct shall be completed within 180 days of their initiation as provided for in Chapter 112.532(6).

SECTION 11. Any punitive action necessary against an employee as a result of such investigation will be taken within ten (10) working days of the conclusion of the investigation unless a time extension is mutually agreed upon by the City and the PBA.

SECTION 12. A copy of the determination(s) of findings of an internal investigation that are noted in a report of findings shall be available to the officer who has been under investigation.

SECTION 13. All investigations shall have one of the following conclusions:

- a. Unfounded: The allegation is false or not factual.
- b. Exonerated: The incident occurred, but was lawful and proper.
- c. Not Sustained: Insufficient evidence to either prove or disprove the allegation.
- d. Sustained: The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.

SECTION 14. In the event that misconduct not based on the original complaint is identified in the course of an internal affairs investigation, a new investigation will be started and the officer will be notified of the new investigation.

ARTICLE 25
EDUCATION AND TRAINING

SECTION 1. The City will make every effort that each employee qualified to receive the Police Standards pay supplement shall be afforded the opportunity to receive in-service training to be in accordance with the Florida Police Standards Board.

SECTION 2. Any officer attending St. Petersburg College (Tarpon Springs Campus) and should such class fall while on duty, at the discretion of the Chief of Police, said officer may attend class subject to call in case needed.

SECTION 3. Educational Assistance

It is the policy of the City of Tarpon Springs to develop a better educated and more highly skilled work force by providing educational assistance to its employees in accordance with the guidelines established below.

1. **Eligibility:** The program is only available to permanent employees who have completed one full year of service; have completed their initial probationary period and subject to the availability of funds.

All college or graduate courses taken towards obtaining a degree must be taken from a college or university accredited by the Southern Association for colleges and schools of the South East. Any exception must be approved by the Chief of Police and the Human Resources Department. All courses submitted under this policy must be job related. The initial determination of job relatedness shall rest with the employee's Police Chief and Human Resources Department with final determination by the City Manager or Designee.

Those desiring to participate must seek prior approval by submitting an Educational Assistance Request form to the Human Resources Department through the Police Chief.

2. **Processing:** The Human Resources Department, upon receipt of this request, shall issue written approval/disapproval from the Human Resources Director. The employee is notified of that decision and the request is filed pending completion of the course(s).

Upon completion of the course(s), the employee shall submit receipt(s) of payment and final grade through the Police Chief to the Human Resources Department. The Human Resources Department will then originate a requisition, along with copies of all materials, receipts, etc., to Purchasing for payment.

3. **Reimbursement:** There is a maximum of \$500.00 reimbursement and no limitation of job related courses, per employee, per fiscal year. This \$500.00 limitation will cover tuition, fees, and books and the employee may keep the books.

If at any time during the term of this contract, the City amends *Policy Number 1 Educational Assistance* to increase the maximum reimbursement, such increase will apply to members of the bargaining unit.

The following reimbursement schedule is to be applied:

GRADE/EQUIVALENT EVALUATION RECEIVED	% REIMBURSEMENT
A or B	100%
C	75%
Less than C	0%

For courses that do not use letter grades, but only indicate successful or unsuccessful completion, the reimbursement will be at 100% for successful completion. If the employee is able to submit acceptable evidence as to what the equivalent letter grade to successful completion is, reimbursement will be granted accordingly.

4. If the city increases Educational Assistance benefits during this contract, members will receive this same benefit.

ARTICLE 26
PRIOR BENEFITS

SECTION 1. Any written rule, regulation, policy or procedure in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy or procedure to be compatible with this Agreement.

ARTICLE 27
SAFETY AND HEALTH

SECTION 1. The Chief of Police will make every reasonable effort to provide and maintain safe working conditions. To this end the PBA will cooperate and encourage the employees to work in a safe manner. In addition, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the PBA. Within thirty (30) days of receipt, departmental management shall give a written reply to the employee/PBA. Within thirty (30) days of receipt, departmental management shall give a written reply to the employee/PBA regarding the disposition of their recommendations.

SECTION 2. Employees will be provided with a comprehensive medical examination annually. Participation in the medical examination shall be mandatory and shall remain confidential from the employer. All medical information is protected pursuant to HIPAA and exempt from the public records provisions as provided by law. The City shall not use the annual physical as a fitness for duty evaluation.

SECTION 3. The City and the PBA agree that maintaining a high level of wellness for all employees is a priority. During the life of this agreement, the Department will explore options for implementation of a physical agility test in consultation with the PBA.

ARTICLE 28
SAFE CONDITION OF VEHICLES AND EQUIPMENT

The purpose of this Article is to preclude the use of any vehicle or equipment that is dangerous to the operator or the public.

SECTION 1. For the purpose of this Article, definitions are:

- A. VEHICLE: Such as, but not limited to, motorcycles, scooters, bicycles, automobiles, water craft and trucks.
- B. EQUIPMENT: Such as, but not limited to, weapons, emergency gear, and any mechanical gear or machinery used in the performance of duty.
- C. DEADLINE: Immediate stoppage of use of a vehicle or piece of equipment.

SECTION 2. Employees covered by this Agreement shall not be required to use an unsafe vehicle or piece of equipment in an emergency situation, and then only after the conditions of Section 3 of this Article have been met.

SECTION 3. Whenever an employee covered by this Agreement determines that a vehicle or other equipment is unsafe and therefore, unfit for service because it is a hazard to himself or to the public, he shall immediately inform his supervisor and complete Part I of the Deadline Form. The unsafe vehicle or other equipment shall not be used until the Supervisor has inspected it and determined whether to deadline it by completing Part II of the Deadline Form. In the event of an emergency and the use of unsafe vehicles or equipment is required, the employee shall advise the radio operator of his assignment and of the nature of the unsafe condition.

SECTION 4. If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it should not be driven at all, e.g., inadequate brakes, the vehicle shall be deadlined at the location where it is deemed unsafe. An employee shall not be required to deliver such an unsafe vehicle to a place of repair. However, if the nature of the unsafe condition is such that the vehicle can be driven to a place of repair by the employee, without hazard to himself or to the public, he shall do so. The determination will be made by the supervisor.

SECTION 5. No vehicle or piece of equipment deadlined shall be released from deadline until inspected and/or repaired by a Mechanical Division Chief and/or Assistant, who will complete Part III of the Deadline Form.

SECTION 6. If there is a question by an employee as to the safety of a vehicle or a piece of equipment after it has been inspected or repaired, he may confer with his Supervisor for assistance and appropriate action.

SECTION 7. Completed copies of the Deadline Form, including the Release portion, shall be kept on file in the office of the Fleet Maintenance Supervisor. The file shall be available for inspection by PBA officials at their request.

ARTICLE 29
GROUP INSURANCE

SECTION 1. The Group Health, Dental and Life Insurance for the employee will be paid by the City of Tarpon Springs, and the coverage for dependents will be paid by the employee.

SECTION 2. DISABILITY INSURANCE If the City provides disability insurance to the City employees during the term of the contract, it will also be provided to the Police bargaining unit under the same terms and conditions as the City employees.

Section 3. During the term of this contract, the city will investigate and attempt to improve dependent health care rates and quality of coverage.

ARTICLE 30
PENSION

- 30.1 Employees covered by this Agreement shall be covered by the City's pension plan as set forth in Chapter 2, Article III, Division I, §2-35 of the City of Tarpon Springs Code of Ordinances, as amended.
- 30.2 The definition of "salary" for purposes of calculating pension benefits will be revised to exclude payments for accrued vacation and sick leave, in excess of the number of hours of vacation and sick leave, an employee has accrued as of date of ratification. Upon retirement, the pensionable salary for employees who were employed and in the police pension plan on the ratification date shall include payment for accrued vacation and sick leave up to the number of hours accrued as of the date of ratification, payable based on salary at retirement. The accrued hours are calculated as of the date of ratification and will not be subject to change. For employees hired on or after the ratification date, payouts of accrued vacation and sick leave occurring on or after the date of ratification, shall not be included in pensionable salary.
- 30.3 In accordance with s. 185.35, Florida Statute (2017), the income from the premium tax on the retirement plan for police officers is for the sole and exclusive use of the City's police officers. The City and the Union agree that 100 % of these revenues will be used to fund minimum benefits or other retirement benefits in excess of minimum benefits, to include an increase in the line of duty death benefit, pursuant to those provision of s. 185.35 (a) and (e). Should either party desire to re-open this provision to negotiate terms that deviate from the provisions of s. 185.35 (a) and (e), the desiring party may do so by providing at least fourteen (14) days written notice to the other party of the desire to negotiate different terms.
- 30.4 Either party may reopen the negotiations of any pension issues upon fourteen (14) days written notice to the other party.

ARTICLE 31
GENERAL PROVISIONS

SECTION 1. REIMBURSEMENT FOR LOST OR DAMAGED PERSONAL PROPERTY

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

- A. Maximum reimbursement for items of personal necessity other than prescription eye-wear or work related equipment shall be limited to seventy five (\$75.00) dollars. Non-prescription eyewear including sunglasses shall be limited to fifty (\$50.00) dollars.
- B. The replacement value for prescription eye-wear or work related equipment shall be limited to two hundred and fifty dollars (\$250.00).
- C. Requests for reimbursement for the loss of, damage of or theft of personal property must be made within 48 hours of the shift in which the loss, damage or theft occurs.
- D. Reimbursement for lost, damaged or stolen personal property must be approved by the Chief of Police.

SECTION 2. DEPARTMENTAL PERSONNEL RECORDS

Employees covered by this Agreement shall have the right to inspect and pay for copies of their own departmental personnel record, said copies to be made by the police Department's record, said copies to be made by the police Department's clerical staff. Employees shall be given an opportunity to respond to any item that appears in their Departmental Personnel Record that is considered by the employee to be detrimental to his service in the department.

SECTION 3. REFUTATION

The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

SECTION 4. FUNERAL LEAVE

Where there is a death in an employee's immediate family, namely, a father or mother, stepfather or stepmother, foster father or foster mother, father-in-law or mother-in-law, brother-in-law or sister-in-law, grandfather, grandmother or grandchild, brother or sister, stepbrother or stepsister, husband or wife, child, stepchild, or any relative by blood or marriage living in the same establishment as the employee, the employee affected shall be allowed time off, with pay, not to exceed three (3) days. The time paid for shall be limited to lost, scheduled work time up to and including the day following the funeral. In the event that unusual circumstances should necessitate an absence longer than three (3) days to accomplish the purpose for which this section is designed, the Chief of Police may authorize sick leave or vacation not to exceed two (2) additional days. The city will consider the addition of aunts, uncles, nieces and nephews to the city funeral leave policy. If this policy changes, all employees covered by this agreement will receive this benefit.

SECTION 5. EQUIPMENT

The department supplies the entire uniform and replenishes it as needed. The weapon and all uniform gear are also provided. A bullet proof vest will be provided for each sworn officer and must be worn at all times while in uniform.

SECTION 6. DRUG FREE WORK PLACE

The parties agree that the City has in place a “Drug Free Workplace” program under the Florida Workers Compensation Act and that the City may unilaterally update such program as it may deem necessary to include conformance to the changes in the law.

SECTION 7. RETIREMENT PROVISION

The Tarpon Springs Police Department will provide an officer that retires with twenty years or more, continuous service in good standing, one complete uniform including the badge worn by that officer, the officer’s service handgun (with gun lock and key), and an identification card clearly marked retired and badge case. The eligible officer must provide written request to the Chief of Police for the aforementioned equipment.

An officer that retires with no less than ten (10) years of continuous service in good standing shall be eligible to receive the badge worn by that officer, an identification card clearly marked retired and a badge case.

ARTICLE 32
INDEMNIFICATION

SECTION 1. Pursuant to city ordinances, the City of Tarpon Springs shall indemnify all police officers and sergeants acting within the scope of their employment.

SECTION 2. The City will not object to the PBA joining in any suit filed on behalf of the members arising from suits covered in Section 1.

SECTION 3. The officer agrees to cooperate fully with the City's attorney, if the City undertakes the defense of said officer. The City will request the insurance carrier's attorney defending the City to send copies of all correspondence.

ARTICLE 33
REDUCTION-IN-FORCE

SECTION 1. LAY-OFF Whenever it becomes necessary, to reduce the number of employees in the Police Department, the Chief of Police shall report such reduction to the PBA in writing. The officers laid off shall be those who at the time of the lay-off are actually employed in the Classified Service, and

- A. Who had been in the service of the City by actual employment the least total time before such date. Provided that no service shall be included prior to a period of absence from service that exceeds one year.
- B. Who in the event that two or more employees affected have the exact same amount of service in the classification, the employee with the highest efficiency, as determined by the Chief of Police, will be deemed to be the senior employee.
- C. However, in lieu of lay-off, the Chief of Police with the approval of the Board of Commissioners of the City may order a reduction in the hours of employment for the employees in such department.

SECTION 2. In the event of a reduction in the number of members in any grade, the members shall be retained in that grade according to seniority, and those members thus being forced back to a lower grade or class, will thereafter receive the pay of said lower grade or class, and in the event the grade or class is again increased, shall be first to succeed to said old grade or class according to seniority, without further examination or probationary period, and in the event a reduction in said force or any grade thereof causes a member of the lowest grade of said force to go into inactive duty, said member or members on inactive duty shall not receive any pay, but said inactive member shall not lose his seniority, provided he remains inactive for a period not exceeding one year, and enters on said active duty within ten days after notice has been given him by the City that a position is open.

SECTION 3. REINSTATEMENT

- A. Any employee in the classified service laid off under "lay-off" of this Article may be reinstated without examination except physical examination, in a vacant position in the same class and of the same title within one year from the date of such separation.
- B. The names of such persons shall be entered upon a list in the order in which laid off and shall remain there for a period of one year and shall be certified in preference to names from the eligible register, the persons having been laid off first to be reinstated.
- C. Employees laid off in the Police Department shall have the preference only for vacancies in the bargaining unit for a period of one year if qualified.
- D. Employees laid off in the Police Department in which original appointment is dependent in part upon a physical examination, shall if required by the City, pass a new physical examination.

SECTION 4. A seniority list shall be certified by the City of all members of the bargaining unit and post same on the PBA bulletin board. Such list shall be considered correct unless written objection is raised.

SECTION 5. All sections of this Article are subject to Rules and Regulations of Florida Department of Labor and Employment Security, the Florida Police Standards Commission, and the Pinellas Police Standards Board. These regulations set by State statute will take precedence over these writings, if applicable.

ARTICLE 34
TRAVEL REIMBURSEMENT PROCEDURES

SECTION 1. For travel in the immediate area, with return the same day, e.g., appearances in court or attendance at a meeting or seminar, members shall make the necessary arrangements and submit your requests for reimbursement accordingly.

SECTION 2. For trips of greater distance (where air travel may be necessary) or of longer duration, i.e. more than one (1) day, members shall verify plans with the City Manager through the Chief of Police as to dates of travel, cost, place, purpose.

SECTION 3. REIMBURSEMENTS Reimbursements shall be consistent and identical to the policy set forth for the City of Tarpon Springs' city employees or the U.S. General Services Administration (GSA)/Internal Revenue Service (IRS) provisions, whichever is greater.

SECTION 4. Advanced funds may be requested, as required.

SECTION 5. Maximum use of city transportation will be made.

ARTICLE 35
OPEN

ARTICLE 36
SAVINGS CLAUSE

SECTION 1. If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

SECTION 2. In the event of invalidation of any Article or Section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 37
ENTIRE AGREEMENT

SECTION 1. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity, are set forth in this Agreement.

SECTION 2. AMENDMENTS

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

ARTICLE 38
LIGHT DUTY

SECTION 1. IMPAIRED OFFICER

The police department shall allow injured police officers the opportunity of working limited light duty for a period of ninety calendar (90) days. Light duty shall be available for on duty injuries only. However, light duty may be available for off duty injuries at the discretion of the Police Chief. On duty injuries take precedent over off-duty injuries, regardless of which injury occurs first.

At the end of ninety (90) calendar days if additional recuperation/light duty time is required, the Chief of Police and Human Resources Director will review each case and make a determination on extending the ninety (90) calendar day time frame.

SECTION 2. IMPAIRMENT OF MORE THAN NINETY (90) CALENDAR DAYS

Once the initial or extended recuperative/light duty period has expired and the impaired officer is not able to return to the performance of the full duties of his/her classification, they will be placed by the City into a classification consistent with the employee's qualifications and medical limitations.

This placement to an existing authorized vacancy should be accomplished within thirty (30) calendar days after the expiration of the recuperative/light duty period as defined above unless a determination of permanency is made earlier. Reasonable effort will be made to place the employee in a lateral job that is consistent with the employee's qualifications and medical limitations.

ARTICLE 39
DURATION AND TERM OF AGREEMENT

SECTION 1. This Agreement supersedes all prior Agreements and any and all written or oral understandings regardless of their nature between the City and the PBA.

SECTION 2. This Agreement shall be effective as of October 1, 2017 and shall remain in full force and effect until its expiration date, September 30, 2020. This Agreement shall continue in effect thereafter unless amended or terminated in the manner hereinafter provided. Either party desiring to amend or terminate this Agreement, shall notify the other party in writing at least seventy-five (75) days, but not more than ninety (90) days prior to September 30, of each contract year. However, either party may notify the other party in writing prior to the previously mentioned "window period" but not earlier than March 1, of each contract year. In the event of early notification, the party so notified shall make a good faith effort to commence with negotiations within twenty (20) calendar days, unless reasonable cause can be shown to the requesting party.

The attached Agreement between the City of Tarpon Springs, Florida, and the Sun Coast Police Benevolent Association, was ratified by the Board of City Commissioners on the 7TH day of November, 2017.

Ratified by the membership of the Tarpon Springs Police Bargaining Unit of the Sun Coast Police Benevolent Association, Inc., this 17th day of October, 2017.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on this 21st day of November, 2017.

CITY OF TARPON SPRINGS

SUN COAST POLICE
BENEVOLENT ASSOCIATION, INC.

BY: _____
CITY MANAGER
Mark G. LeCouris

BY: _____
EXECUTIVE DIRECTOR
Michael I. Krohn, Esq.

ATTEST:

APPROVED AS TO FORM:

Irene S. Jacobs
City Clerk & Collector

Erin G. Jackson, Esq.
Johnson Jackson LLC

APPENDIX 1
PERFORMANCE EVALUATIONS

POLICY STATEMENT

It is the policy of the City of Tarpon Springs to periodically and regularly evaluate the performance of its employees. This is to be done in an orderly, systematic and documented manner. The evaluation process is to allow a free flow of information between the supervisor and employee and should constructively cover both positive and negative aspects of the employees' performance.

I. FORMAT OF PERFORMANCE EVALUATION

The performance evaluation shall be made on a standard form approved by the City Manager, which provides for the signature of the employee as evidence that he has been informed of his rating and has had an opportunity to discuss it with the supervisor. The standard form provides a uniform and consistent method of evaluating employee performance related to the assigned duties and responsibilities of the employee.

A brief description of each performance area is included in the standard form. These definitions are not all inclusive, but deliberately general in nature. Supervisors are encouraged to use extra paper when additional space for comments, is needed, etc.

II. STANDARDS OF PERFORMANCE AND EVALUATION JUDGMENT

A. The performance evaluation shall represent the best judgment of the supervisor with approval by the Department Head. The evaluation is to document a profile of the employee's performance.

B. In the absence of a formally defined quantitative standard for any pertinent performance area, the performance for that area shall be measured against what the supervisor believes to be a reasonable standard for the job and the particular situation.

C. Both the employee and the supervisor should recognize that, although the employee's job product is primarily determined by the quantity and quality of work produced, inadequate performance in any applicable performance area could seriously impair the efficiency of other employees.

D. The supervisor should avoid:

1. Basing the evaluation on recent behavior instead of the whole rating period.
2. Allowing irrelevant factors to influence the evaluation.
3. Failing to include unfavorable comments even though justified.
4. Rating all subordinates on the same level.
5. Relying on memory.

E. Supervisors shall discuss the evaluation with the employee, covering both the employee's accomplishments and shortcomings, so that positive aspects of the employee's performance are reinforced and less than satisfactory performance is emphasized for improvement. At the time of discussion with the supervisor, the employee shall be given the opportunity to examine the performance evaluation and attach written comments if the employee disagrees with rating.

III. WORKSHEET DOCUMENTATION

A. Department Heads and supervisors are encouraged to keep worksheet documentation of significant events concerning the job performance of individuals under their supervision. These worksheet documentations can be essential in assessing performance and providing uniform treatment of all employees because they enable the rating supervisor to evaluate the job performance of the employee on the basis of written information compiled between appraisals rather than having to rely on memory. The Worksheet Form is designed so that documentation will be made in a chronological and specific manner. To ensure that all supervisors approach Work Sheet documentation in a consistent and positive manner, the following guidelines and suggestions have been developed and are outlined below.

B. It should be remembered that Work Sheet documentation is used for a variety of reasons including but not limited to:

1. Job Performance. Recognition of job performance will certainly affect an employee's morale. Generally, employees desire to do a good job and reviewing good performance will serve to reinforce such performance while discussing weaknesses will allow the employee to correct deficiencies. Written documentation that is positive, when reviewed with an employee, should result in a positive attitude toward the job.
2. Accountability. Policies and procedures, which are reviewed with the employee and documented on Work Sheets, assure supervisors that the employee has been informed and should understand the material that has been reviewed.
3. Discipline. Contacts made with the employee concerning disciplinary action should be completely documented on Work Sheets. Should the disciplinary action administered by management become subject to the grievance procedures, accurate Work Sheet documentation is essential.
4. Periodic Review of Employee Performance. Work Sheets should support an employee's evaluation by reflecting what the employee's performance has been for a review period.

C. Work Sheet Forms entries should either be made in ink or typewritten. Starting with the review period at the top of the Work Sheet, the From date should be the date of the first entry on the Work Sheet, and the To date should be the date of the last entry on the Work Sheet. Enter the employee's last name, first name, and middle initial along with the classification of the employee. If the employee's classification should change, then a new Work Sheet should be started. Each entry should be dated (indicate the date that the entry is made) and signed by the supervisor making the entry. When the entry is made, mark the block or blocks that best describe the entry. If none of the blocks are appropriate, then mark Other. After completing the entry and reviewing it with the employee, enter the date reviewed with the employee in the space provided following the entry. Encourage the employee to sign or initial the entry; however, it is not required. Should the employee elect not to sign or initial the Work Sheet entry, note on the Work Sheet "Employee elected not to sign" and record the date that the entry is reviewed with the employee.

D. The following guidelines should be applied when making Work Sheet entries:

1. All entries should be timely and accurate. Make sure that you thoroughly record the incident, whether it is good or bad, exactly as it happened---do not exaggerate. Do not delay making an entry, since such a delay could result in the entry not being recorded as it actually happened. In essence, the entry should be recorded while the incident is still fresh in your mind.
2. Make entries as legible as possible. Remember, other people may have the need to read your documentation and unless it is legible, it could be worthless. Work Sheet entries must not be made in pencil. Black or blue ink should be used.
3. Date and sign the entry. Each entry must be dated and signed, not merely initialed, by the supervisor making the entry. If documentation were to be used for any subsequent evaluation, it is essential that the day the incident occurred and the supervisor who observed it are noted on the Work Sheet.

4. Review the entry with the employee. If entries are not reviewed with the employee, appropriate action that should be taken by the employee may not be clearly understood. Remember, prior to covering the entry with the employee, ask yourself the question “Is the entry an accurate reflection of the employee’s conduct/work performance?”

5. It is recommended that Work Sheet entries be made at least once a quarter and on an “as required” basis throughout the year. Entries in multiple categories should be made throughout the review period. This will ensure that sufficient entries are made throughout the year to assist in administering the periodic review of employee’s performance properly and also so that the employee has a good understanding of their performance.

6. Work Sheet documentation should be specific and generalization should be avoided. Documentation should include WHO, WHAT, WHEN, WHERE, and WHY. The data should be objective (personal opinions should be clearly noted as such and should be separate from the factual).

7. Work Sheets are a permanent part of the employee’s local personnel file and should never be removed or destroyed. Work Sheets must be attached to the employee’s annual evaluation.

IV. RATINGS

The following ratings will be employed when evaluating employee performance:

SATISFACTORY: The employee meets your expectations of acceptable job performance. They have no notable weaknesses. An employee with this rating will receive a salary adjustment determined by Article 12 of this agreement.

SATISFACTORY, WITH IMPROVEMENT NEEDED: The employee’s performance is marginally acceptable to a varying degree depending on the number of performance areas where improvement is needed. This performance rating is for employees that have one or more performance areas where improvement is needed, but not to the extent that their performance is unsatisfactory overall. The supervisor is to explain the weaknesses and the corrective action required in the “comments” section of the evaluation form.

An employee’s annual salary adjustment in this category will be determined by reducing the increase outlined in Article 12 of this agreement by one percent for each performance area needing improvement. For example, if one performance area needs improvement, the employee’s salary percentage increase will be reduced by one percent. If two performance areas need improvement, the salary increase is then reduced by two percent. In order to justify this rating, the supervisor must have documented any performance weaknesses or deficiencies that are observed during the year which have not been corrected. This documentation can be based on any verbal or written comments or cautions to the employee noting weak performance.

A copy of any written comments or cautions to the employee should be sent to the Human Resources Department for placing in the employee’s record. If believed to be warranted by the supervisor, a written record of any verbal comments or cautions should also be made available and forwarded to the Human Resources Director. A written record of these verbal communications could be as simple as one or two sentence-handwritten notes. This demonstrates that the employee was cautioned prior to the annual evaluation. These comments are public information and an employee may review these comments at anytime. See “Attachment 1” for action required. This does not apply to Charter exempt employees.

UNSATISFACTORY: The employee’s performance is unacceptable. This could be based on severe deficiencies in as few as one or two performance areas, or milder deficiencies in numerous performance areas where the overall employee’s performance is unsatisfactory. The employee in this category will not receive a salary increase. The supervisor must explain the deficiencies and the corrective action required in the “comments” section of the evaluation form. See “Attachment 1” for action required. Written documentation of any observations of performance weaknesses or deficiencies is necessary. However, these must be based only on written comments or cautions to the employee during the year noting poor performance. Verbal comments alone do not demonstrate sufficient concern by the supervisor to justify this annual performance rating.

V. INEFFICIENT EMPLOYEES

Failure of an employee to perform their duties satisfactorily is sufficient grounds for appropriate levels of disciplinary action including demotion, suspension or dismissal.

Employees in this situation are referred to the Personnel Manual and in particular to Rule 18, Section 2, “Guidelines For Disciplinary Action”.

ATTACHMENT 1
PLAN OF CORRECTIVE ACTION

A personnel corrective action plan (outlined below) must be developed within 30 days of the date that the employee reviews the evaluation.

An employee receiving a rating of “Unsatisfactory” or “Satisfactory, with Improvement Needed” on their performance evaluation will be subject to the following:

1. The supervisor and the employee must develop a Plan of Corrective action addressing the area of deficiency and the steps to correct it.
2. A reasonable time for correction of the deficiency must be stipulated and that time will determine the re-evaluation period, normally not to exceed six (6) months.
3. If the deficiency has been corrected within the re-evaluation period, the employee’s salary will be adjusted to the annual rate that would have been in effect, had there been no such deficiency. Said salary adjustment will be effective six (6) months following the implementation date of the reduced salary. (e.g. April 1st following an October 1st fiscal year salary adjustment)
4. Failure to remedy the deficiency within the stipulated time may lead to disciplinary action.