

**AGREEMENT
BETWEEN**

**PINELLAS COUNTY
POLICE BENEVOLENT
ASSOCIATION, INC.**



and

THE CITY OF LARGO

**October 1, 2011
through
September 30, 2012**

TABLE OF CONTENTS

Article	Title	Page No.
1	Agreement and Preamble	1
2	Recognition	1
3	Management Rights	1
4	Prohibition of Strikes	3
5	Non-Discrimination	3
6	Dues Deduction	4
7	PBA Business	4
8	Bulletin Boards	5
9	Employee Rights	6
10	Consultation	7
11	Grievance Procedure	7
12	Arbitration	10
13	General Provisions	11
14	Sick Leave	13
15	Bereavement Leave	14
16	Job-Related Injury or Illness	15
17	Military Leave	16
18	Jury Duty	16
19	Vacation	17
20	Leave of Absence Without Pay	18
21	Holidays	19
22	Wages	21
23	Acting Supervisor	22
24	Work Week and Overtime	22
25	Seniority and Reduction-in-Force	25
26	Vacancies and Promotions	27
27	Legal Benefits	27
28	Safety and Health	27
29	Insurance	28
30	Tuition Reimbursement	28
31	Vehicles	29
32	Maintenance of Conditions	30
33	Savings Clause	30
34	Entire Agreement	30
35	Duration, Modification and Termination	31
	Signature Page	32
	Index	33

ARTICLE 1 - AGREEMENT AND PREAMBLE

This Agreement is entered into by the City of Largo, Florida, hereinafter referred to as the "City" and the Pinellas County 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 for good faith labor relations, 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 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.

ARTICLE 2 - RECOGNITION

Section 1

The City hereby recognizes the PBA as the exclusive bargaining agent, as defined in Florida Statutes and all rules and regulations promulgated thereto, for all employees within the bargaining unit as certified by the Public Employees Relations Commission. The PBA Bargaining Unit shall consist of only those classifications listed in this Section. Classifications excluded from the PBA Bargaining Unit shall be temporary employees, part-time employees, and student help. Classifications in the bargaining unit are as follows:

Police Officer
Police Sergeant

Section 2

The appropriateness of any new class or division of employees belonging to the bargaining unit shall be determined jointly by the City and the PBA. If agreement is not possible, the matter shall be referred to the Public Employees Relations Commission for resolution.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1

Except as abridged, limited or modified by the terms of this Agreement or by law, any of the rights, powers or authority the City previously possessed or enjoyed prior to this Agreement are retained by the City and may be exercised without prior notice to or consultation with the PBA. These rights include, but are not limited to, the following:

- a. To manage the Police Department and exercise sole, exclusive control and discretion over the organization of the department and the operations thereof.
- b. To determine the purpose and functions of the department and its constituent divisions and departments; to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.
- c. To determine, formulate, adopt, publish, modify, enforce and implement such policies and programs, standards, rules and regulations as are deemed by it necessary for the operation and/or improvement of the Police Department and to select, manage and direct all personnel of the Department as long as the action taken by the City is not in direct opposition to a term and condition of employment.
- d. To set methods, means of operations and standards of services to be offered by the Police

Department and to subcontract such operations and services to the extent deemed practical and feasible by the City.

- e. The City will maintain job descriptions for those job classifications covered by this Agreement and the City will notify the PBA when changes in the job descriptions are implemented. 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 City may temporarily be required to perform duties not within their job descriptions but within the realm of related duties.
- f. To decide the number, location, design and maintenance of the Department's facilities, supplies and equipment.
- g. To determine the qualifications of all employees of the Department; to select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.

The PBA acknowledges the City's right to administratively transfer, for any reason, employees at the discretion of the Chief of Police. In the event that a transfer is included with other discipline and structured as discipline on a disciplinary report form, then and only then, will a transfer be considered as part of the discipline given to said employee.

- h. To discharge, demote, suspend or take other disciplinary action against unit employees for just cause. However, newly-hired probationary officers may be disciplined, suspended, demoted or discharged by the City, and said action shall not be subject to any grievance and arbitration procedure outlined in this Agreement.
- i. To increase, reduce, change, modify or alter the composition and size of the work force.
- j. To establish, change, or modify duties, tasks, responsibilities or requirements, except as otherwise provided in this Agreement.

Section 2

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

Section 3

The City Charter, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission and obligation to its citizens, budget, organization, assignment of personnel, tasks, duties, responsibilities or the technology of performing work. Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

Section 4

The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States. Employees or their representatives shall have the right to raise grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

Section 5

It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

ARTICLE 4 - PROHIBITION OF STRIKES

Section 1

A strike shall be defined as: Concerted action to fail to report for duty, the concerted willful absence from one's position, the stoppage of work, slow down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

Section 2

The PBA agrees that during the term of this Agreement it will not authorize, instigate, condone, excuse, ratify, or acquiesce in any strike, slowdown, work stoppage, picketing on duty or in uniform or other attire that identifies the individual as a City of Largo employee, or any other like or similar activity likely to interfere with the efficient operation of the City's affairs.

Should the PBA or its member employees included in the collective bargaining unit breach this Article, then the City may proceed to a court of competent jurisdiction and, without notice, obtain an injunction against PBA and/or its member employees. The City may also take any other action authorized or required by law.

Section 3

Any employee who engages in a strike shall have his/her employment terminated by the City effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee and shall not be subject to arbitration. An employee who is absent from any portion of his/her work assignment without authorization or who abstains wholly or in part from the full performance of his/her duties without authorization from the City on the date or dates the strike occurs is prima facie presumed to have engaged in a strike on such date or dates.

No employee participating in any such strike shall be entitled to any daily pay, wages or other benefits for the days on which a strike is engaged.

Section 4

It is recognized that the City Manager or his/her legally authorized designee has the authority to declare when a strike has commenced as provided for by Florida Statutes.

ARTICLE 5 - NON-DISCRIMINATION

Employees in the unit shall have the right to join and participate in, or refrain from joining, forming or participating in any labor organization. The parties agree that they shall not discriminate against any employee covered by this agreement by reason of PBA membership or activity or lack of PBA membership or activity.

ARTICLE 6 - DUES DEDUCTION

Section 1

A member of the bargaining unit may present written authorization, on the form mutually agreed to by the City and the PBA, to have the City to deduct from his/her salary PBA dues and dental premiums in a specific amount. No authorization shall be allowed for payment of initiation fees, assessments or fines.

Section 2

The PBA will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA membership dues will be similarly certified to the City and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3

The City will transmit the dues deducted in any month to the PBA at a convenient time during the calendar month following the deduction except in the case of reasonable delays.

Section 4

The payroll deduction shall be revocable by the employee notifying the City in writing on the form mutually agreed to by the City and the PBA. The PBA shall be notified of any revocation by the City.

Section 5

The City will deduct from the payment made to the PBA the expenses of the bookkeeping, retention and transmittal of funds. Such reimbursement shall be fifty cents (\$.50) per month per employee for normal bookkeeping services; thirty-five cents (\$.35) per employee for new enrollment; thirty-five cents (\$.35) per employee for each dues change.

Section 6

The PBA shall indemnify and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the City in compliance with this Article.

Section 7

For the purpose of putting this Article into effect, the PBA will furnish its members with forms for such individual authorization. The form as presently used has been approved by both parties.

ARTICLE 7 - PBA BUSINESS

Section 1

Any member of the bargaining unit may donate vacation or sick leave to the union pool time account. Vacation leave donations shall be in increments of one hour, on the basis of one hour vacation for one hour pool time. Sick leave donations shall be in increments of two hours, not to exceed 16 hours per fiscal year, on the basis of two hours sick leave for one hour pool time. Donation of sick leave in accordance with the provisions of this section may not cause an employee's sick leave balance to be reduced to below 200 hours. Carryover of union pool time from one fiscal year to the next shall not

exceed 500 hours. Donations of time to this pool must be made in writing and signed by the employee.

Section 2

Charges against the PBA business pool time, approved in this Article, shall only be made when approved by a member of the PBA Executive Committee (Board) and the PBA shall notify the City in writing of any charges against the pool at least forty-eight (48) hours prior to the time-off period. The Chief of Police or his/her designee may grant permission, provided sufficient personnel is available for requests, of less than forty-eight (48) hours when such notice was not possible.

Section 3

The use of the above-referenced pool time shall be used by PBA officials, up to a maximum of four (4) in any one instance, for the conduct of PBA business, including, but not limited to the negotiation of collective bargaining agreements or the modification or amendment of the same. Time off under this provision shall be granted at the discretion of the City; however, the use of this time will not be unduly restricted by the City given sufficient advance notice by the PBA. Pool time may be used provided that sufficient staffing is available on the regular shift to properly staff the department/unit during the absence of the PBA officials as determined by management. Vacation time schedules have priority over requests for the use of PBA business pool time.

ARTICLE 8 - BULLETIN BOARDS

Section 1

The PBA shall be entitled to reasonable use of City internet, electronic mail and assigned bulletin boards in work locations where they are established.

Section 2

These bulletin boards, internet and the electronic mail shall be used for posting PBA notices as follows:

- a. Notices of PBA social or recreational affairs.
- b. Notices of PBA elections and results of such elections.
- c. Notices of PBA appointments and other official PBA business.
- d. Notices of PBA meetings and minutes of same.
- e. Notices that are approved, in writing, by the Chief of Police. The Chief's decision shall be final and shall not be subject to the grievance procedure.

Section 3

All such notices shall be signed by the President, Executive Director, or designee of the PBA and a duplicate copy of each notice shall be delivered, e-mailed or faxed to the Office of the Chief of Police at the time the notice is posted.

Section 4

Any PBA material not meeting the criteria of Sections 2 and 3 of this Article and objectionable to management shall be removed immediately by the PBA upon management notification to an internal PBA

representative.

Section 5

All cost incidental to preparing and posting PBA materials will be borne by the PBA. The PBA is responsible for posting and removing approved material on designated bulletin boards, internet and electronic mail and for maintaining such bulletin boards, internet and electronic mail in an orderly condition.

Section 6

The City and the PBA shall mutually develop guidelines for the establishment and use of an electronic mail account for the exclusive use of the PBA.

ARTICLE 9 - EMPLOYEE RIGHTS

Section 1

Employees covered by this Agreement will have the rights granted by Florida Statutes Chapter 112, Part VI, known as the "Law Enforcement and Correctional Officers Bill of Rights".

Definitions: For the purpose of this section, the following terms are defined.

Allegation: The assertion of wrongdoing either through omission or commission.

Complaint: A complaint is defined as any allegation of misconduct which is made against an officer by any person from within or outside the department, and which, if sustained, may result in disciplinary or criminal enforcement action being taken against the officer.

Internal Investigation: An internal investigation is deemed to be in force when a complaint involving or affecting the public trust and confidence of the department and its officers or a member of the public or the violation of state's criminal statutes has been made against an officer and follow-up investigation on the complaint is needed to determine validity of the complaint. An internal investigation is not indicated nor is one deemed to exist in this context in disciplinary matters which come to the attention of supervisor/command personnel during the course of their normal duties (i.e., the supervisor observes or has direct knowledge of an infraction being committed by a subordinate).

Section 2

The department will process complaints against officers only as they relate to their job duties, performance of their job duties, and violations of law and/or written directives that apply to job duties, or violations of law. While the supervisor/commander receiving the complaint may conduct sufficient inquiry of the complaint to test the allegation, internal investigations will be initiated only at the direction of the Chief of Police. All internal investigations will be conducted by, or under the direction of, the Office of Professional Standards. Internal Affairs investigations will be completed within 45 days unless an extension is granted, in writing with a copy to the employee's representative, for just cause by the Police Chief.

Section 3

All investigations shall have one of the following conclusions:

a. **Unfounded:** The allegation is false and not factual.

- b. **Exonerated:** The incident occurred, but was lawful and proper.
- c. **Not sustained:**The allegation could not be proved or disproved due to insufficient evidence.
- d. **Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.
- e. **Policy/Procedure Deficiency:** The employee's actions were in compliance with the department rules, policies and procedures, but said rules, policies or procedures are deficient.

Section 4

Probationary periods may be extended for newly-hired, probationary police officers by the Police Chief or designee.

ARTICLE 10 - CONSULTATION

Representatives of the City and the PBA will meet, at a mutually agreed upon time, to discuss important matters, review the administration of the contract and to resolve problems that may arise. At least two of these labor-management meetings will be held during a fiscal year. If possible, five (5) or more calendar days advance notice shall be given and a written agenda shall be presented at the time the meeting is requested.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1

- a. The purpose of this Article is to establish procedures for the fair, expeditious and orderly adjustment of grievances for the settlement of disputes involving the interpretation or application of this collective bargaining agreement or other terms and conditions of employment arising from the administration of this Agreement.
- b. If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the City grievance procedure, the employee shall elect at the outset which procedure he/she will use and such election shall be binding.
- c. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA to process a grievance on behalf of any employee without his/her consent. Nothing in this Section shall be construed to prevent any employee from presenting, at any time, his/her own grievance, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of this Agreement and if the PBA has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- d. A grievance may be submitted under this procedure by one or more aggrieved employees, or by the PBA as a general or class grievance. A class action grievance shall be initially submitted at Step 3 to the Labor Relations Officer. A disciplinary grievance shall be initially submitted at Step 2. Any employer grievance will be filed with the PBA Pinellas President. A decision on a specific class action grievance applies to all employees in the bargaining unit. No individual may file a separate grievance on the same set of circumstances pertaining to this specific grievance.

Section 2 - Rules of Grievance Processing

- a. Any formal grievance filed shall be on proper forms and refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation(s).
- b. For the purpose of this Article, the working day is defined as the normal City work schedule within the forty (40) hour work week, Monday through Friday. Therefore, in computing time limits under this Article, Saturdays, Sundays and holidays, and authorized absences (such as vacation, personal option, sick, bereavement, and training assignments) shall not be counted. Time limits under this procedure may be extended only by mutual consent.
- c. The written grievance at the first step, and all steps thereafter, shall contain the following information:
 1. A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.
 2. The Article and the appropriate Section, if applicable, 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/or PBA representative, if applicable.
 5. Reason for rejection of management's answer, if appealed.
 6. Date submitted.
- d. Grievances submitted which do not contain the above information shall be considered inappropriate and shall be returned to the employee or the PBA as applicable. The grievant must resubmit the amended grievance within three (3) working days of receipt of the returned grievance.
- e. The written response at each step shall contain the following information:
 1. An affirmation or detail 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.
- f. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered as either settled on the basis of the last answer provided by management or that the grievant elected not to proceed any further. A grievance not answered within the time limits prescribed shall entitle the grievant to advance to the next step. In situations where management cannot meet prescribed time limits, the grievant or PBA representative, as applicable, shall be notified in writing by management.
- g. In advancing grievances up to and including Step 3, it is agreed by the City, the employee and/or the PBA representative that a reasonable number of witnesses may be called to offer testimony from direct knowledge only. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses and shall be excused to testify during working hours provided such absence from their place of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.

- h. The PBA representative shall be allowed reasonable time off without loss of pay during his/her regular shift hours for investigating, presenting and appealing grievances up to and including Step 3 of this procedure. The performance of this function by the PBA representative shall in no way interrupt the normal functioning of the department. The PBA agrees to guard against the use of excessive time for such activities which are authorized by this Agreement. The PBA representative will provide advance notice to supervision to allow planning arrangements to enable the representative time for investigative activity. When a PBA representative desires to contact an employee who has a complaint, the representative shall first obtain oral permission from the employee's supervisor. If permission must be denied at that particular time, the PBA representative will be informed of the reason for the denial and when the representative can reasonably expect to contact the employee concerned. The PBA representative will notify his/her supervisor upon his/her return to work.

Section 3

- a. The PBA shall indemnify 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 PBA with respect to its policy in processing grievances. Before commencing of legal proceedings against the City in a court of law or equity, or before the PERC, or any other administrative agency, by an employee or employees for an alleged violation or violations of the express terms of this Agreement, the employee or employees shall use the grievance and arbitration procedure contained in this Agreement.
- b. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or groups of employees may refuse to follow directions pending the outcome of a grievance.

Section 4 - Steps

Step 1: The aggrieved employee must submit a written grievance on the prescribed form to his/her immediate supervisor within ten (10) working days after the occurrence or notification of the occurrence of the matter from which the grievance arose. Within ten (10) working days of receipt of the grievance, the employee's immediate supervisor, along with the immediate supervisor outside the bargaining unit, shall meet the grievant and/or the PBA representative, if applicable, to discuss and seek a solution to the grievance. Within three (3) working days after the meeting, the employee's immediate supervisor shall make a recommendation to the immediate supervisor outside the bargaining unit. The immediate supervisor outside the bargaining unit shall within three (3) working days of receipt of the supervisor's recommendation issue the official response in writing to the grievant and the PBA representative.

Step 2: If the grievance is not resolved at Step 1, the aggrieved employee or the PBA representative may submit a written appeal to the Police Chief within ten (10) working days after receipt of the answer at Step 1. Within ten (10) working days after receipt of the written appeal, the Police Chief or his/her designee will meet with the aggrieved employee and/or the PBA representative to discuss and seek a solution to the grievance. The Police Chief shall give his/her written decision to the grievant and the PBA representative within ten (10) working days of the meeting.

Step 3: If the grievance is not resolved at Step 2, the aggrieved employee or the PBA representative may submit a written appeal to the Labor Relations Officer within ten (10) working days after the Police Chief's or his/her designee's written answer. The Labor Relations Officer or his/her

designee, if deemed appropriate, shall meet with the aggrieved employee, departmental management and PBA representatives within ten (10) working days of receipt of the written appeal to discuss and seek a solution of the grievance. Within ten (10) working days after this meeting, the Labor Relations Officer or his/her designee shall give his/her written answer to the grievant and the PBA representative.

Any employer grievance will be filed with the local PBA President at Step 3. If the disposition of the grievance is not satisfactory to the City, the City may at its option bring the matter to arbitration.

Section 5

An employee grieving a disciplinary action that has been reviewed by the Police Chief in a predisciplinary hearing, as provided in the Personnel Rules and Regulations, may file a grievance directly at Step 3.

ARTICLE 12 - ARBITRATION

Section 1

If any grievance is not satisfactorily disposed of by the foregoing Grievance Procedure, the PBA within ten (10) working days after the response of Step 3, or the City within ten (10) working days from response from PBA President, may submit the matter to arbitration by certified mail to the opposing party. Written notice should include a statement of the position of the appellant with respect to the arbitrable issues. If an appeal for arbitration is not filed within ten (10) working days from the date of Step 3 answer, the grievance shall be either considered settled on the basis of the Step 3 answer or that the grievant elected not to proceed further.

Section 2

Within ten (10) working days from receipt of the notice of desire to submit to arbitration, the parties shall meet to select an agreed upon arbitrator. In the event that the parties fail to agree on an arbitrator, the arbitrator will be chosen from a list of seven (7) persons experienced in the field of the subject to be arbitrated supplied by the Federal Mediation and Conciliation Service (FMCS). The PBA and then the City will alternately eliminate one at a time from said list of names of persons not acceptable until only one remains and this person will be the arbitrator. The party initiating the arbitration will be responsible for contacting and making arrangements with the arbitrator selected, to establish a mutually acceptable date and time for the arbitration hearing, and paying any fees charged by FMCS for providing the list of arbitrators.

Section 3

It is contemplated that the City and the PBA shall mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing; if this is done, the arbitrator shall confine his/her decision to the particular matter specified in the submission agreement. In the event of failure of the parties to so agree on a statement of issue to be submitted, the arbitrator will confine his/her consideration to the submission statement of the filing party.

Section 4

The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented. The arbitrator shall not have the authority to determine any other issues not submitted to him.

Section 5

The decision of the arbitrator shall be final and binding upon the aggrieved employee or the PBA and the employer.

Section 6

The arbitrator's fee and expenses shall be borne by the losing party and shall be so stipulated by the arbitrator. Where PBA represents the aggrieved employee in the arbitration proceeding and the arbitrator determines in favor of the City, the PBA will be considered the losing party. In the event an aggrieved employee pursues a grievance and arbitration hearing without PBA representation and the arbitrator finds in favor of the City, the employee shall be considered the losing party. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties. Cost of transcripts will be the responsibility of the party requesting the transcripts. Should the arbitrator request a copy of the transcript, such cost shall be borne equally by both parties.

Section 7

Each party shall bear the full cost of its representation at all levels of the grievance and arbitration procedure.

Section 8

If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon conclusion of his/her testimony. Under this provision no more than one employee will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is a grievant or subpoenaed by the grievant against the City shall be compensated under this section.

Section 9

In settlement of any grievance resulting in retroactive adjustment of pay and/or benefits, such adjustment shall be limited to a six month period beginning with the date of the issuance of the Step 3 grievance response. The six month period will be extended by any postponement of the arbitration date by the City.

Section 10

In the event of the arbitration of a grievance rising out of the discharge of an employee, the arbitrator is empowered to either sustain the discharge or, if he/she does not, he/she is empowered to reinstate the employee with or without back pay in whole or in part as the circumstances warrant. Any award of back pay shall be limited to six months and reduced by any unemployment compensation he/she may have received and shall comply with Section 9 above.

Section 11

The arbitrator shall be requested to render his/her decisions as quickly as possible, but in any event, no later than thirty (30) calendar days after the hearing.

ARTICLE 13 - GENERAL PROVISIONS

Section 1

Personal property of the employee that is lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired by the City subject to the following restrictions:

a. The maximum reimbursement for contact lenses, prescription eye glasses and hearing aids shall be three hundred dollars (\$300). Reimbursement in excess of three hundred dollars (\$300) will be based on documented medical necessity exclusive of eyeglass frames. The maximum reimbursement for watches shall be seventy five dollars (\$75) and sunglasses shall be one hundred twenty five dollars (\$125).

b. Notification of lost or damaged personal property shall be made within the shift in which the loss occurs. In cases of extenuating circumstances, notification times may be extended by the Police Chief or his/her designee.

c. All requests for reimbursements shall be forwarded via the chain of command to the Chief of Police, who shall review each individual request before reimbursement and may, at his/her discretion, deny the request for reimbursement if he/she deems the loss to have resulted from the requesting member's negligence.

d. Copies of paid receipts for the replaced or repaired item(s) must be presented when requesting reimbursement. In the case of eyeglasses, contact lenses, and hearing aids, an estimate may be reimbursed with proof of repair or replacement to follow.

e. Any personal property supplied by the employee other than that specifically delineated herein may be reimbursed at the sole discretion of the Police Chief in an amount not to exceed \$50.

Section 2

There shall be no residency requirements for employees covered by this Agreement. The Police Chief may establish residency requirements for specific assignments.

Section 3

The City and the PBA shall share the cost of printing this Agreement based on the number of copies requested by each party.

Section 4

Except where expressly modified by any provision of this Agreement, the provisions of the City of Largo Personnel Rules and Regulations as amended from time to time and the Police Department Rules and Regulations as amended from time to time shall govern the relationship between the City, the PBA and the employees covered hereunder except that any change shall not be made to reduce benefit levels contained in this Agreement.

Section 5

During the course of this Agreement it is the intent and plan of the City to equalize training among the bargaining unit employees as much as practicable. Attendance at salary incentive courses as offered by the Police Minimum Standards Board will be determined by availability of courses, department scheduling, desire of the officer to attend the course, prior training received by the officer and the seniority of the officer. The City intends that other courses not interfere with attendance at salary incentive courses as scheduled. Newly hired police officers will not be authorized to attend outside training during their probationary period unless their assignment, at the discretion of the Chief of Police or designee, requires such training.

Section 6

The City policy regarding travel regulations will apply to bargaining unit members.

ARTICLE 14 - SICK LEAVE

Section 1

All full time employees shall be entitled to ninety-six (96) hours of sick leave a year accrued on a payroll period basis. Accrual will be based on active pay status hours, excluding all overtime, standby, callback or other premium pays. Sick leave may be accumulated to a maximum of one thousand four hundred forty (1440) hours. Employees shall be eligible for sick leave after one (1) month of service.

Section 2

An employee incapacitated and unable to work shall notify the Communications Center at least one (1) hour before his/her scheduled reporting time as designated by the department, stating the nature of his/her illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the department management.

Section 3

If, and whenever, sick leave may appear to be abused, or when an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave will be required to furnish competent proof of the necessity.

Section 4

Employees may not use any accumulated sick leave for contagious or infectious disease or injury sustained while engaged in outside employment.

Section 5

Sick leave used under this article shall be charged as used in increments of one-half (1/2) hour.

Section 6

Employees using sick leave are expected to be found at their respective homes, physician's office, hospital or other approved place of recuperation or treatment, or in route to one or the other of these locations. An employee may go elsewhere provided he/she notifies and receives permission from his/her chain of command.

Section 7

In the event an active employee should die, any unused sick leave which he/she has accumulated as of the time of death will be paid at the employee's regular rate of pay on the basis of one (1) hour's pay for each two (2) hours leave to the deceased employee's beneficiary. In the case of death in the line of duty, sick leave will be paid on a one for one basis.

Section 8

Sick leave will be granted upon approval of department management for reasons of the employee's health which shall include medical, including stress counseling when approved, dental or optical treatment which is necessary during working hours. Employees who are unable to perform their duty because of illness of a spouse, domestic partner or other dependent living in the employee's home, or employee's minor child, may use sick leave from their accrued sick leave account. Sick leave will be granted when the employee's presence is required in the care of the above mentioned persons.

Section 9

Employees with longevity with the City who accrue sick leave in excess of two hundred fifty (250) hours may elect to convert up to one hundred sixty 160 hours to vacation leave. Hours will be converted on a two for one basis. Sick leave hours may be converted only once per year on the employee's anniversary date of hire. A minimum of forty (40) hours vacation must be expended in the year immediately preceding the anniversary date to qualify for sick leave conversion privileges. Conversion of hours may not reduce the sick leave balance below the threshold of two hundred fifty (250) hours. The request to convert hours must be sent to the Human Resources Department, in writing, in accordance with Personnel Rules and Regulations.

Section 10

An employee may, with the approval of the Chief of Police or designee and the City Manager, use up to forty (40) hours sick leave when a catastrophic disaster occurs such as storm damage, fire, and flooding to the employee's primary residence. Each request will be evaluated for the severity of the disaster and necessity for the leave. An additional forty (40) hours of sick leave may be approved at the request of the Chief of Police or designee and approval of the City Manager.

Section 11

Any employee with five (5) or more years of continuous service in a bargaining unit position who is confronted with extended illness or injury and has exhausted all of his/her accrued sick leave may appeal to the Chief of Police or designee and City Manager for additional relief. The Chief of Police or designee and City Manager may jointly approve, on a case-by-case basis, additional sick leave with pay up to a maximum of four hundred eighty (480) hours. If the additional four hundred eighty (480) hours is exhausted, the department director and City Manager may, upon request, review the employee's situation and grant up to an additional four hundred eighty (480) hours sick leave to the employee. The maximum relief granted under this provision shall not exceed a total of nine hundred sixty (960) hours. Decisions of the Chief of Police or designee and City Manager under this provision shall not be deemed to establish precedent of any sort and shall not be grievable.

ARTICLE 15 - BEREAVEMENT LEAVE

Section 1

In the event of death in an employee's immediate family, he/she may be granted bereavement leave with pay at straight- time rate, not to exceed three (3) working days. The Chief of Police or his/her designee, in the event of long travel distance or personal responsibility for affairs of the deceased, may grant up to forty (40) additional hours charged against the employee's sick leave accrual.

Section 2

The employee's family shall be defined as:

Spouse/Domestic partner

Parents
Mother/Father-in-law
Step-Parents
Grandparents
Spouse's grandparents
Sister/Brother
Sister/Brother-in-law
Children
Step-children
Grandchildren
Spouse's grandchildren
Daughter/Son-in-law
Same relatives of domestic partner as spouse

Section 3

The employee shall provide the Chief of Police or his/her designee with evidence of death in his/her immediate family as defined in Section 2 of this Article in order to qualify for bereavement leave.

ARTICLE 16 - JOB-RELATED INJURY OR ILLNESS

The employer hereby agrees to pay the following compensation to any employee who is injured or becomes ill in the line of duty in accordance with the following definitions, terms and conditions:

- a. Compensation shall be payable under this Article only with respect to disability as the result of injury or illness to an employee where such injury or illness is incurred in the line of duty.
- b. An injury or illness shall be deemed to have been incurred in the line of duty if and only if such injury or illness is compensable under the Florida Workers' Compensation Law.
- c. During the first six (6) months of workers' compensation leave, the employee shall continue to receive their base hourly wage in lieu of their workers' compensation wage loss coverage. Thereafter, the employee will be compensated in accordance with the Florida Workers' Compensation Law.
- d. It is the intent of this Article to provide compensation for line of duty injuries only, and this Article shall not be construed to provide compensation in the event of death, injury, or illness incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of those terms, definitions issued under the Florida Workers' Compensation Law shall control.
- e. An employee claiming this benefit shall notify his/her immediate supervisor of the injury or illness being claimed while on the same duty shift that the injury or illness occurred. No bargaining unit member shall suffer any loss of benefit under this Article when illness incurred in the line of duty is not apparent to the employee at the time of the incident. In cases where injury in the line of duty is not apparent to the employee on the same duty shift, the department reserves the right to review each case separately as to the qualifying for this benefit.
- f. An employee claiming this benefit shall accept assigned light duty if the injury permits, or will forfeit the benefit.
- g. The City may limit the time an employee may be assigned light duty. Employees on Workers Compensation will be given priority for available light duty assignments. Employees on light duty

are assigned duties and shifts at the sole discretion of the City; the employee has no seniority bid rights while on light duty.

- h. In order to receive benefits under this Article, the employee is required to fill out the City of Largo Injury Form. The physician's statement must be filled out after each visit regarding injuries claimed under this Article. Refusal of the employee to comply with this Paragraph or Paragraphs "e" and "f" above will result in forfeiture of supplementary compensation.
- i. If the employee is injured in the line of duty and the City appointed or approved physician recommends surgery or treatment which is only available out of state, the City will cover applicable travel or medical costs in the event that Workers' Compensation refuses and said treatment and expenses are approved by the City Risk Manager or his/her designee.

ARTICLE 17 - MILITARY LEAVE

Section 1

Employees covered by this Agreement who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States shall be entitled to leave from their respective duties without loss of pay for such time as they are in required training, for a total maximum of seventeen (17) working days in any one fiscal year.

Section 2

Employees who are ordered to active duty shall be compensated in accordance with City Personnel Rules and Regulations in effect at said time.

Section 3

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave. In absence of emergency recall, seven (7) days notice prior to the commencement of the leave will be required.

ARTICLE 18 - JURY DUTY

Section 1

In the event any employee is subpoenaed or summoned for jury duty, he/she shall receive straight time pay for the hours required to be absent from his/her currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of a regular scheduled work day are expected to report to work when excused or released by the court.

Section 2

If an employee is called for jury duty, he/she shall promptly notify his/her immediate supervisor so that arrangements may be made for his/her absence from work.

Section 3

Employees on jury duty while on scheduled vacation may be allowed jury duty pay for that time served provided satisfactory evidence of the time served on such duty is presented to the Chief of Police or

his/her designee and approved by the City Manager.

Section 4

In the event a holiday occurs during the period of the employee's jury duty, he/she shall receive pay for such holiday.

Section 5

The employee shall provide the Chief of Police his/her designee with proof of jury duty service before compensation is approved.

ARTICLE 19 - VACATION

Section 1

Application for vacation leave shall be made in advance of use. A minimum of two (2) weeks advance notice is required; the Chief of Police or designee may waive this requirement. Vacation may be used on a one-half (1/2) hour basis if approved by the Chief of Police or designee.

Section 2

An employee must have at least six (6) months' service in order to be entitled to any paid vacation. Upon completion of six (6) months' service, the employee shall be credited with vacation leave at a rate established in Section 3 of this Article. If the employee's service terminates before completion of the probationary period, the employee shall be entitled to no vacation pay.

Section 3

Vacation time shall be calculated in the following manner: ninety six (96) hours per year which shall constitute the base vacation leave accrued on a prorated payroll period basis, except for employees hired after September 30, 1996, whose base vacation leave accrual shall be eighty (80) hours per year.

Section 4

In addition to their regular vacation accrual as provided for in Section 3 of this article, employees shall be given longevity vacation credit at their straight time rate during active pay status on the following basis:

<u>Continuous Service</u>	<u>Longevity Vacation Leave Hours</u>
After 5 years	16
After 6 years	24
After 7 years	32
After 8 - 9 years	40
After 10 - 11 years	48
After 12 years	56
After 13 - 15 years	64
After 16 - 18 years	72
After 19 years	80

Section 5

Employees becoming sick while on vacation may use sick leave for such period of illness provided proof of illness, injury, or medical condition from a licensed medical practitioner is presented to the Chief of Police or designee upon his/her return to work.

Section 6

Each employee must take at least forty (40) hours of annual leave each year in order to provide employees with vacation and proper rest and relaxation.

Section 7

Once an employee has scheduled and has his/her vacation approved, the City will make every effort to see that there is no interference with this schedule. Should recall from, or change in, vacation be required by the City, the employee will be reimbursed economic costs proved to be unrecoverable and related to vacation. Proof of unrecoverable expenses must be provided to the Chief of Police or designee.

Section 8

Employees may accrue vacation leave balance to a maximum of three hundred twenty (320) hours. Any vacation leave earned in excess of this cap will be forfeited.

Section 9

Employees may convert any portion of their longevity vacation leave to pay on their anniversary date. In order to be eligible to convert said leave, the employee must take a minimum of eighty (80) hours vacation leave during the preceding year. Conversion request shall be made in accordance with Personnel Rules and Regulations.

Section 10

The employer agrees to provide forty (40) personal option hours to each existing employee on payroll on October 1 of each year of this contract. Said employees shall receive an additional 32 personal option hours on October 1, 2011. Employees hired after October 1 will not receive this benefit in that fiscal year. These hours may be taken in one hour increments at any time during the fiscal year, provided the time selected by the employees has prior Chief of Police or designee approval.

ARTICLE 20 - LEAVE OF ABSENCE WITHOUT PAY

Section 1

Employees are allowed to take leave of absence without pay up to a maximum of twelve (12) months, if approved by the City Manager.

Section 2

This section and applicable City Personnel Rules and Regulations outline the manner in which the Family and Medical Leave Act of 1993 (FMLA), Public Law 103-3, shall be implemented.

- a. The FMLA provides that employees with at least one year of service who have worked for at least twelve hundred fifty (1250) hours during that year are entitled to a total of twelve (12) work weeks of leave during a fifty two (52) week period for specified reasons and in accordance with certain

restrictions, as defined in the Statute and Department of Labor Regulations. The fifty two (52) week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for fifty two (52) weeks from that date.

- b. Family leave may be authorized for childbirth, adoption or foster care placement, and qualified military reasons.
 - 1. The employee parent(s) may use an aggregate maximum of twelve (12) weeks.
 - 2. For family leave involving childbirth, the employee/mother may use up to six (6) weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, the personal option leave and vacation leave, down to forty (40) hours, must be utilized prior to requesting leave without pay (LWOP).
 - 3. The employee/father may use sick leave only when medical certification requires his/her presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used. Personal Option leave and vacation leave, down to forty (40) hours, must be utilized prior to requesting leave without pay (LWOP).
 - 4. Qualified military reasons include employees who are caregivers may take up to 26 weeks of leave to care for a recovering service member. In addition, employees may use the 12 weeks of FMLA leave for exigencies that arise due to a family member's call to active duty.
- c. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, personal option leave, and vacation leave in excess of forty (40) hours, is depleted. Once all sick leave and personal option leave is taken and the vacation leave balance has been reduced to forty (40) hours, the employee may elect to either utilize the remaining forty (40) hours vacation leave prior to taking LWOP or may immediately request LWOP status.
- d. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a thirty (30) day notice as practicable.
- e. Employees using FMLA leave may request, in accordance with existing City policy, sick leave donations from other employees only after all accrued paid leave, including all vacation leave, is depleted.

Section 3

In accordance with 741.313, Florida Statutes, employees with at least three months of employment will be granted three working days of leave within a one-year period when the leave is related to domestic violence as outlined in the City's Personnel Rules and Regulations.

Section 4

Failure to return to work at the expiration of an approved leave shall be considered absence without leave and grounds for dismissal, but upon their timely return from leave, the employee shall be granted and given the same rank or substantially similar position without loss of salary or benefits.

ARTICLE 21 - HOLIDAYS

Section 1

The following eleven (11) days shall be observed as holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve or equivalent recognized holiday (employee choice)
Christmas Day or equivalent recognized holiday (employee choice)
Every fifth year employment anniversary (5 yrs., 10 yrs., etc.)
The Department will provide a once-a-year selection for those holidays marked "employee choice".

Section 2

When a holiday falls on Saturday, the preceding Friday shall be designated a substitute holiday and observed as an official holiday for the year. When a holiday falls on Sunday, the following Monday shall be designated a substitute holiday and observed as an official holiday for that year. The changing of holiday dates will not affect accumulated overtime in that pay period. In work units where operations are scheduled seven days per week throughout the year, including holidays, employees who are subject to such scheduling will observe City holidays on the actual day of occurrence.

Section 3

Employees may be granted time off on holidays. An employee who is required to work on any such holiday shall be paid an additional amount equal to his/her regularly scheduled hours that day at his/her straight rate of pay. If the holiday falls on a regularly scheduled work day and the employee is off in observance of the holiday, the employee shall be paid based on his/her regularly scheduled hours that day at the straight rate of pay as holiday pay. If the holiday falls on a scheduled day off, the employee will receive eight (8) hours of holiday pay.

Section 4

An employee must be on active pay status or work his/her normal schedule of hours, either on the regularly scheduled working day immediately prior to a holiday or the regularly scheduled working day immediately following a holiday, in order to qualify for holiday pay.

Section 5

Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work the entire scheduled time on that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will not receive holiday pay for that day.

Section 6

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

Section 7

Employees covered by this Agreement will not be directed, on an individual basis, to take a holiday off on their normal work day unless the employee requests off and his/her request is approved by the department. Nothing in this Section shall be construed to limit the department to close down certain operations and/or units on the day observed as the holiday. Employees assigned to a unit other than Patrol may work a holiday at the discretion of the Chief of Police or designee.

ARTICLE 22 – WAGES

Section 1

The pay plan consists of the salary schedule at the end of this article.

a. Employees will not receive an annual pay increase during FY 2012. Any salary adjustments in FY 2013 and FY 2014 are subject to negotiation by the parties.

b. All salary increases will be rounded to the nearest penny of the hourly rate most closely reflecting the increase received. An employee's base pay cannot exceed the maximum listed pay rate for the employee's classification. If an employee's annual increase would place the individual's new salary beyond the maximum of the salary range, the individual will receive the amount of increase which places the salary level at the maximum of the salary range, plus a one time payment which is equal to the unpaid portion of the salary increase. This amount will not be added to the employee's wage rate.

Section 2

When an employee is promoted or reclassified upward, his/her salary shall be advanced in the new pay grade to the minimum for that grade or higher whichever would provide at least a 5% increase, pursuant to personnel rules and regulations. The anniversary date of an employee who is promoted or reclassified shall not change; however, the employee's merit eligibility date will be adjusted.

Section 3

a. The City will provide for the cleaning of departmental issued wearing apparel .

b. The City will provide each bargaining unit member assigned to plain clothes assignment an annual clothing allowance of \$800.

Benefits under this section will be issued on a pro-rata basis for assignments of less than a year.

Section 4

Employees will be allowed to participate in the City adopted deferred compensation program pursuant to City Rules and Regulations concerning such participation.

Section 5

Employees who regularly work a shift, the majority hours of which are after 5:00 p.m. and before 6:00 a.m., will receive an incentive of \$65.

Section 6

The City reserves the right to hire individuals who are in training and not yet Florida certified police officers, at a compensation rate set by the Department lower than the compensation rate set for entry level police officer.

Section 7

Employees assigned as Field Training Officers (FTO) shall receive a salary incentive equivalent to 4% of their base hourly wage. Department management shall establish a qualification process for the selection

of FTO's and shall have the exclusive right to determine the number of FTO's and their tenure. Employees designated as FTO's shall receive the salary incentive regardless of duties assigned.

Section 8

The City reserves the right to establish a lateral entry program for the hiring of experienced police officers. Under such program, the City will not hire an experienced officer at a wage rate greater than existing Largo officers with an equal number of years of law enforcement experience with the City. Experience with other departments will not count toward City or Police Department seniority.

SALARY SCHEDULE

Police Officer

MIN 41,700

MAX 64,200

Police Sergeant

MIN 62,300

MAX 78,300

Section 9

The provisions of this Article are subject to renegotiation by the parties for FY 2013 and FY 2014 in accordance with the notice requirements in Article 34, Section 3.

ARTICLE 23 - ACTING SUPERVISOR

Section 1

An employee required to serve in a rank higher than his/her own for a majority of one full shift, shall be compensated for each shift worked in the acting status by one (1) additional hour of pay at his/her regular straight-time rate.

Section 2

All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of department management.

ARTICLE 24 - WORK WEEK AND OVERTIME

Section 1

The work cycle shall be twenty-eight (28) consecutive days during which the employee will be scheduled for work a maximum of twenty (20) days. The total hours of work paid for the days worked shall be one hundred sixty (160) inclusive of a fifteen (15) minute read-off period prior to each shift. Departmental management will establish the work week and hours of work best suited to meet the needs of the department and provide superior service to the community. Nothing in this Agreement shall be construed

as a guarantee or limitation of the number of hours to be worked per day or per week.

Section 2

Employees in the bargaining unit are governed by working rules pursuant to the 7K partial exemption of the FLSA. All authorized and approved work performed in excess of eighty (80) hours in any fourteen (14) day payroll cycle, exclusive of meal period, shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1½) times the employee's straight time rate of pay. Overtime will be computed daily in one-quarter (¼) hour increments. If eligible for overtime at one and one-half times straight rate of pay, the following will be an example of the application of overtime computation. An individual on duty zero (0) to fifteen (15) minutes over shift would receive no compensation, sixteen (16) to thirty (30) minutes would receive thirty (30) minutes overtime pay, thirty one (31) to forty five (45) minutes would receive forty five (45) minutes overtime pay, forty six (46) to sixty (60) minutes would receive sixty (60) minutes overtime pay.

Section 3

For the purpose of overtime computation, holiday pay will not be considered as time worked when said holiday falls on the employee's regular scheduled day off, and the employee does not work that day.

Section 4

Employees shall be required to work overtime when requested unless excused by supervisors. In the event any employee is required to work approved overtime, he/she will not be required to use annual leave or 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. The City will not arbitrarily or capriciously adjust employee's work schedules to avoid paying any overtime. The City will take reasonable measures to avoid the changing of scheduled days off without reasonable notice, notwithstanding emergency situations.

Section 5

Overtime worked will be distributed equitably among employees in their particular job classifications, in their organization units, as far as the character of the work permits. Although temporary imbalance in the equitable distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of departmental management to distribute overtime fairly and equitably over an extended period of time. Overtime records will be made available to the PBA upon request.

Section 6

a. For purposes of this section, the following definitions shall apply:

1. Court Time - Off duty attendance at court or equivalent legal proceeding disconnected from the normal scheduled work shift, including travel time to and from, required of an employee arising from City employment by subpoena or equivalent mandate by a government agency, excluding jury duty.

2. Stand-By Time - Availability mandated by department management or supervisor to respond within a reasonable time, as defined by department policies and procedures, for off-duty court attendance or emergency response return to work.

3. Callback - Recall to work at a time that is disconnected from the normal work shift and for which the employee did not receive prior notification during a regular scheduled shift. Callback does not include recall to work to complete or correct daily work product.

b. Court Time Compensation

1. Employees shall be paid at one and one-half (1½) times their straight rate of pay, inclusive of travel time.

2. Multiple appearances on the same calendar day shall be paid separately or as one continuous appearance, whichever is least expensive to the City.

3. An appearance immediately before or after a regular scheduled shift shall not be compensated as court time, but rather as normal hours worked.

c. **Stand-By Time Compensation**

1. Employees shall be paid one (1) hour pay at their regular rate of pay for each three (3) hours of stand-by time, with a minimum of one (1) hour and a maximum of three (3) hours paid.

2. Stand-by time does not count as hours worked for computation of overtime.

3. Employees on stand-by who are called to court or returned to work shall not receive stand-by time compensation, but instead shall be compensated under the court time or callback provisions of this section.

d. **Callback Compensation**

1. Employees shall be paid for actual time worked, with a minimum of three (3) hours pay, at one and one-half (1½) times their straight rate of pay.

2. Callback does not establish eligibility for holiday pay, except when actual hours worked exceeds six (6).

Section 7

In the event the department finds it necessary to require an employee to report to police headquarters during his/her normal off-duty time to receive disciplinary action, the employee shall not be eligible for callback pay, but shall be compensated at the employee's overtime rate, if applicable, from portal to portal.

Section 8

Under the auspices of the Chief of Police, management will develop and maintain a system for determining staffing levels. The City and Chief of Police maintain the right to alter staffing levels as operational needs dictate. Based on this published system minimum levels will be maintained.

Section 9

When off-duty employees are ordered by a shift supervisor or court liaison to contact the State Attorney's Office or Public Defender's Office by telephone, they shall be compensated for said call for actual time worked, with a minimum of 1 hour pay. Such time shall count toward the computation of overtime.

The Police Department shall establish procedures to govern when Officers shall be required to make such calls and the manner in which compensation is requested.

Section 10

In accordance with the FLSA, employees assigned K-9 duty shall be compensated for care of their dog in

the following manner.

- a. The City and union agree that dog care requires an average of one (1) hour per day.
- b. On days the employee is assigned to work, the employee shall either be released from duty one (1) hour early (for example: on an eight-hour (8) shift they will be released from duty after seven (7) hours) or they shall be compensated for one (1) hour at the Federal or State minimum wage rate, whichever is greater.
- c. On days off, the employee shall be compensated for one (1) hour at the Federal or State minimum wage rate, whichever is greater.
- d. Whenever a K-9 officer is eligible for overtime pay, the overtime premium pay shall be based on the weighted average of the employee's two rates of pay (the one for law enforcement duties and the one for dog care.)

Section 11

All Police-related voluntary private duty employment shall be contracted for directly with the Police Department and the City shall compensate said duty at one-and-a-half (1½) times the employee's regular rate of pay. Such duty shall not be subject to the callback pay provisions of this article nor establish eligibility for holiday pay.

ARTICLE 25 - SENIORITY AND REDUCTION-IN-FORCE

Section 1

Seniority is understood to mean an employee's most recent date of employment or reemployment within the bargaining unit. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the seniority date to be adjusted. Seniority shall be used for purpose of computing vacations, service awards and other matters based on length of service, as defined by Police Department directives.

Section 2

Classification seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted.

Section 3

All new employees shall be placed on probation for one (1) year in the classification following graduation from the Police Academy or for one (1) year in the classification from the date of employment if the new employee has previously fulfilled the requirements of the State of Florida Police Criminal Justice Standards and Training Commission. All new employees on probationary status shall be eligible for membership in the PBA.

Section 4

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

- a. Voluntary termination unless reemployed within six (6) months.
- b. Retirement
- c. Termination for legitimate reasons.
- d. Layoff exceeding twelve (12) months.
- e. Failure to reply to the Human Resources Department intention of returning to work within five (5) calendar days of return receipt verification of certified mail of recall from layoff.
- f. Failure to return from military leave within the time limits prescribed by law.

Section 5

Layoff - The departmental management will notify the PBA in advance of any pending reduction in force. Probationary employees will be laid off first and shall be placed on the eligibility list in order of their employment. Employees will be laid off in the inverse order of their length of time in service with the Police Department as a police officer. Any employee whose job changes in the layoff process must possess the necessary abilities to fulfill the job requirements of the new position as determined by the department. In the event that two or more employees affected have the exact same amount of time in service as a police officer with the City, the senior employee shall be determined by lot.

Section 6

Recall - Employees in layoff status will retain recall rights for twelve (12) months and shall have preference to work over applicants on eligibility lists. Recall will be made by certified mail to the last address in the employer's records. Within five (5) calendar days of the certified mail receipt date, laid-off employees must signify their intention of return to work to the employment office.

- a. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request a leave of absence not to exceed thirty (30) days.
- b. Recall from layoff shall be in the order of seniority.
- c. An employee recalled within twelve (12) months shall keep the same seniority date as existed before the layoff.

Section 7

The employer shall prepare a seniority list for the PBA and will post this list, during the month of January, on all authorized PBA bulletin boards and electronic mail. This list shall be deemed correct unless an objection is raised by the PBA, or by a bargaining unit employee, within ten (10) calendar days of posting.

ARTICLE 26 - VACANCIES AND PROMOTIONS

Section 1

All promotional vacancies shall be filled from an eligibility list which shall be effective for up to eighteen (18) months. If the number of eligible candidates falls below five (5) individuals, the department may chose to prepare a new list. Candidate placement on eligibility list will be based on a comprehensive evaluation process as determined by department policy.

Section 2

The City agrees to administer a process to eligible employees, pursuant to department policy, for promotional selection.

Section 3

The City will give preference to City employees in filling promotional vacancies when all other factors are equal.

ARTICLE 27 - LEGAL BENEFITS

The City agrees that it will undertake the defense of an employee against any civil damage suit in accordance with Chapter 111.07 of Florida Statutes, as may be amended from time to time.

ARTICLE 28 - SAFETY AND HEALTH

Section 1

The City and the PBA will cooperate in the continued objective of eliminating accidents and health hazards. The City shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. The City will consider written recommendations with respect to unsafe conditions or safety ideas from the PBA and within thirty (30) days of receipt of such recommendations shall give a written reply to the PBA regarding the recommendation.

Section 2

It is the policy of the City that its employees shall not use unlawful drugs or abuse alcohol or legal drugs. The possession, use or sale of unlawful drugs by all employees, on or off duty, is expressly prohibited. The use or possession of alcoholic beverages (including break and meal periods) while on duty is also expressly prohibited.

The City and the PBA agree on the importance of a drug-free workplace. The PBA supports and endorses the implementation of the Drug-free Workplace Policy developed by the City in accordance with the Florida Drug-free Workplace Act, Section 440.102, Florida Statutes as amended, and associated implementing rules. The following additional provisions shall also be in effect.

- a. All test results will be placed in the employee's medical file and not the personnel file.
- b. All specimen collecting and testing will be conducted by authorized medical professionals who shall maintain sole custody of all specimens. City supervisory personnel involvement regarding collections and testing shall be restricted to transporting the employee to the contracted medical facility.
- c. All bargaining unit employees shall be subject to random testing for drugs and alcohol utilizing the testing procedures included in the Florida Drug-Free Workplace Act.

- d. If test results establish with reasonable scientific certainty that an employee is present at work or operating a City vehicle off duty with the presence of alcohol or unlawful drugs in the employee's system, the employee will be disciplined, up to and including discharge, with regard to alcohol and will be terminated with regard to unlawful drugs.
- e. Refusal by an employee to submit to alcohol or drug testing shall be deemed to be a violation of the City Code of Conduct regarding willful insubordination and will result in termination of City employment.
- f. All written information and instructional material regarding implementation of this policy shall be provided to the PBA for review and comment prior to distribution to employees.

Section 3

The City and the PBA agree that as a condition of employment, police officers hired on or after October 1990 should not smoke or use tobacco in any form either on or off duty. Violation of said condition of employment may result in discipline or termination.

ARTICLE 29 - INSURANCE

Section 1 - Life Insurance

The City will provide life insurance coverage for all bargaining unit employees in the amount as stipulated in Personnel Rules and Regulations. The City also agrees to continue the \$30,000 supplemental life program to all employees covered by this Agreement.

Section 2 - Health Insurance

a. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact, but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President. The findings of the committee shall be in the form of advisory recommendations to the City Manager and City Commission.

The City may, at its discretion, offer several options of health coverage. The City will pay 90% of the premium for employee, 75% of employee plus one; or 75% of family coverage for the City designated core option. Any additional premium for the coverage selected or for more costly options will be paid for by the employee through payroll deduction.

c. Employees who decline health insurance coverage and prove coverage through another group plan will receive an annual payment of \$2,600 prorated over the fiscal year in their bi-weekly pay.

Group plan is limited to a spouse's employer's group plan, a current or previous employer's group health insurance plan, Medicare, or military coverage.

ARTICLE 30 - TUITION REIMBURSEMENT

Section 1

The City shall reimburse PBA Bargaining Unit members up to two thousand five hundred dollars \$2,500 per fiscal year, including tuition and books, for approved college courses leading to any undergraduate or graduate degree in an approved course(s) of study in a community college, college or university accredited by an agency recognized by the Council for Higher Education Accreditation (CHEA). The following guidelines will govern tuition reimbursement.

- a. Eligibility - Open to full-time bargaining unit members who have been employed by the City for at least one (1) year.
- b. Approved Courses - Advanced requests must be submitted to the Chief of Police or designee for his/her approval at least ten (10) calendar days prior to the beginning date of the class. All requests must contain a course(s) description and explanation as to how the course(s) (or the degree being sought) is related to the bargaining unit member's employment as a police officer.
- c. The City shall not provide tuition reimbursement if full tuition is paid by another source such as G.I. Bill, scholarship, grant, prepaid tuition program, etc., that the employee does not have to pay back. If the tuition is only partially funded from such other source, then the City shall provide tuition reimbursement in accordance with this article guidelines for the difference between tuition and books and that portion funded from such other source.
- d. Cancellation of Approval - A bargaining unit member who resigns or is dismissed from employment prior to the completion of an approved course(s) shall not be eligible for reimbursement. A bargaining unit member who is laid off or retires during the course(s) shall be eligible for reimbursement upon successful completion of the course(s).
- e. Grade Requirement - A grade of "C" or better must be received before reimbursement will be made.
- f. Reimbursement - Upon successful completion of the course(s), the bargaining unit member will submit a memo requesting reimbursement, along with proof of payment and grade report for the course(s) to the Chief of Police during the fiscal year in which the course(s) were completed.

ARTICLE 31 - VEHICLES

Section 1

The City, at its option, may provide a number of City-owned vehicles to Police Officers and sergeants for personal use including, but not necessarily limited to, travel to and from their residences. Residency requirements to establish eligibility for take home vehicles shall be established by the Chief of Police.

Section 2

Vehicle assignments shall be at the discretion of the Chief of Police or designee and shall not be grievable. The Chief of Police shall issue written directives governing such vehicle use.

Section 3

When an Officer takes appropriate emergency intervention while operating an assigned vehicle off duty, the Officer shall be paid for the actual time worked but shall not receive call-back pay nor establish eligibility for holiday pay.

ARTICLE 32 - MAINTENANCE OF CONDITIONS

Section 1

Except where expressly modified by any provision of this Agreement, the provisions of the City of Largo Personnel Rules and Regulations as amended and the Police Department Rules and Regulations as amended shall govern the relationship between the City, PBA and the employees covered hereunder.

Section 2

Any City Rule or Regulation or Police Department Rule or Regulation in conflict with this Agreement shall be of no force or effect.

Section 3

Except as otherwise expressly provided in this Agreement, any rule, regulation, policy or procedure affecting employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Such changes, modifications or deletions shall not be done in an arbitrary or capricious manner. Final authority to change, modify, delete or implement any rule or regulation rests with the City. Prior to implementing any change in an existing rule or personnel policy, the Chief of Police or appropriate City official will provide fifteen (15) days written notice to a local PBA representative and provide an opportunity to discuss such change if requested. The PBA representative shall respond in writing during the fifteen 15-day period to the Chief of Police and Labor Relations Officer if discussion is desired.

Section 4

The above language will not abridge any of the bargaining rights guaranteed to the bargaining unit.

ARTICLE 33 - SAVINGS CLAUSE

Section 1

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

Section 2

In the event of invalidation of any Article or Section, both the 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 34 - ENTIRE AGREEMENT

Section 1

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 PBA, for the life of this Agreement, each voluntarily and unqualifiedly waive the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

Section 2

Negotiations may be reopened during the life of the contract only by mutual written agreement.

ARTICLE 35 - DURATION, MODIFICATION AND TERMINATION

Section 1

The terms and conditions of this Agreement shall be effective as of October 1, 2008. The Agreement shall continue in full force and effect until September 30, 2011. If either party desires to negotiate a successor Agreement, such party shall provide written notice of such desire to the other not later than June 1, 2011.

**FOR
PINELLAS COUNTY POLICE BENEVOLENT ASSOCIATION, INC.
AND CITY OF LARGO**

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their authorized representatives on the _____ day of _____, 2012.

FOR THE CITY OF LARGO

PINELLAS COUNTY POLICE BENEVOLENT
ASSOCIATION, INC.

By: _____
Henry P. Schubert,
Assistant City Manager
Chief Negotiator

By: _____
Michael Krohn, PBA
Executive Director
Chief Negotiator

Ratified by the membership of the Pinellas County Police Benevolent Association, Inc., on the day of _____, 2012.

By: _____
_____, PBA
Representative

Ratified by the City Commission, City of Largo, Florida, on the _____ day of _____, 2012.

By: _____
Mayor

By: _____
City Manager

ATTEST:

REVIEWED AND APPROVED:

By: _____
City Clerk

By: _____
City Attorney

INDEX

Topic	Article
Acting Supervisor	23
Arbitration	12
Bereavement Leave	15
Bill of Rights	9
Bulletin Boards	8
Callback Pay	24
Catastrophic Leave	14
Cleaning of Uniforms	22
Clothing Allowance	22
Consultation	10
Court Attendance	24
Death Benefit	14
Drug-Free Workplace	29
Dues Deduction	6
Duration, Modification, and Termination	35
Electronic Mail	8
Employee Rights	9
Entire Agreement	34
Family and Medical Leave Act (FMLA)	20
Field Training Officer Stipend	22
General Provisions	13
Grievance Procedure	11
Holidays	21
Insurance	29
Internal Investigations	9
Internet	8
Job-Related Injury or Illness	16
Jury Duty	18
Lateral Entry Program	22
Leave of Absence Without Pay	20
Legal Benefits	27
Maintenance of Conditions	32
Management Rights	3
Military Leave	17
Non-Discrimination	5
PBA Business	7
Personal Property Replacement	13
Pool Time	7
Preamble	1
Probationary Period	25
Prohibition of Strikes	4
Topic	Article

Recognition	2
Residency	13
Safety and Health	28
Savings Clause	33
Seniority and Reduction-In-Force	25
Sick Leave	14
Sick Leave Conversion	14
Standby Pay	24
Training	13
Tuition Reimbursement	30
Vacancies and Promotions	26
Vacation	19
Vehicles	31
Wages	22
Work Week and Overtime	24
Workers' Compensation	16