

# AGREEMENT

*Between the*

CITY OF TREASURE ISLAND, FLORIDA

*And the*

PINELLAS COUNTY POLICE BENEVOLENT ASSOC., INC

October 1, 2008 to September 30, 2011



## TABLE OF CONTENTS

1. Preamble	3
2. Recognition	3
3. Management Rights	4
4. Non-Discrimination	5
5. Dues Deduction	5
6. PBA Representation	6
7. PBA Business	7
8. Bulletin Board	7
9. Grievance Procedure	8
10. Strikes and Lockouts	10
11. Funeral Leave	11
12. Military Leave	12
13. Leave Benefits	13
14. Sergeant	17
15. Seniority and Reduction-in-Force	18
16. Indemnification	20
17. Maintenance of Conditions	20
18. Safety and Equipment	20
19. Savings Clause	21
20. Employee Rights	21
21. Work Period and Overtime	21
22. Reimbursement for Damaged Personal Property	23
23. Pay Plan	23
24. Uniform Maintenance Allowance	24
25. Jury Duty	24
26. Personnel Records	25
27. Substance Testing	25
28. Retirement Plan	30
29. Educational Assistance	31
30. Insurance	30
31. Permit Assignment	33
32. Credit Union	33
33. Service Bonus	33
34. Vehicles	34
35. Duration	34

**ARTICLE 1  
PREAMBLE**

This Agreement is entered into by the City of Treasure Island, 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 employees, 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, safety and health and hours of work as specifically outlined in this Agreement.

**ARTICLE 2  
RECOGNITION**

The City hereby recognizes the PBA as the sole bargaining agent for presenting proposals relative to salaries and other conditions of employment for the bargaining unit which shall consist of all full time officers and sergeants.

## **ARTICLE 3 MANAGEMENT RIGHTS**

**SECTION 1.** Except as expressly provided for in this Agreement, the employer retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the operating and motorized equipment, the scope of service to be performed, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the employer good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, promote, and determine the qualifications of employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

**SECTION 2.** If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, the provisions of this Agreement may be suspended during the time of the declared emergency, providing that wage rates and monetary fringe benefits shall not be suspended.

**SECTION 3.** The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the employer in its capacity as management of the Police Department of the City of Treasure Island. Any of the rights, powers and authority the employer had prior to entering this Collective Bargaining Agreement are retained by the employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

**SECTION 4.** The parties acknowledge 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the employer and the Association for the life of this Agreement, each voluntarily and unqualified, waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE 4  
NON-DISCRIMINATION**

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the PBA, withdraw from membership from the PBA, or refrain from becoming a member of the PBA. There shall be no discrimination against any employee covered by this Agreement due to PBA membership or activity or lack of PBA membership or activity.

**ARTICLE 5  
DUES DEDUCTION**

**SECTION 1.** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA dues only. The following form shall be provided by the City:

<p><b>TREASURE ISLAND POLICE DEPARTMENT AUTHORIZATION FOR DEDUCTION OF PBA DUES</b></p> <p>I, _____, hereby authorize the City of Treasure Island to deduct from my wages each month the current monthly PBA dues and to transmit this amount to the Treasurer of the Pinellas County Police Benevolent Association. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City written notice in accord with the PBA Agreement.</p> <p>SIGNED _____</p> <p>DATE _____</p> <p>PAYROLL NUMBER _____</p> <p>SOCIAL SECURITY # _____</p>
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**SECTION 2.** The PBA will initially notify the City as to the amount of dues. Such notification shall be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA membership dues shall be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

**SECTION 3.** Dues shall be deducted monthly and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall indemnify, defend 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 4.** The payroll deduction shall be revocable by the employee providing thirty (30) days written notice to the City on the following form and the City shall notify the PBA of any revocation:

**TREASURE ISLAND POLICE DEPARTMENT  
INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES**

I, \_\_\_\_\_, hereby instruct the City of Treasure Island to stop deducting from my wages each month the current monthly dues for the Pinellas County Police Benevolent Association.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

PAYROLL NUMBER \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

**SECTION 5.** The PBA agrees to pay the employer an annual fee of \$100.00 for the services of dues. The PBA shall pay the city no later than January 15 of each year of this contract.

**ARTICLE 6  
PBA REPRESENTATION**

**SECTION 1.** Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the PBA shall consist of not more than three (3) representatives. The PBA will furnish the City with a written list of the PBA's bargaining committee prior to the first bargaining meeting.

**SECTION 2.** Copies of special orders, general orders or training bulletins affecting PBA members shall be made available to the PBA upon request at the "normal" cost of copying charged to the public.

**SECTION 3.** Solicitation of any and all kinds by the PBA, including solicitation of memberships and the collection of PBA monies, shall not be engaged in during working hours. Further, the PBA and the City agree to comply with all provisions of State law relative to collective bargaining and the conduct of union activities and City business.

**SECTION 4.** All collective bargaining between the City of Treasure Island and the PBA shall be done at mutually agreed times and dates and all PBA bargaining team member will receive pay, if on duty, for collective bargaining as long as it does not affect the proper operation of the Police Department.

**ARTICLE 7  
PBA BUSINESS**

**SECTION 1.** An employee, designated by the PBA, may be granted a leave of absence upon request of the PBA president or designee, for Union business. Such leave shall be treated as personal leave (vacation or leave without pay) and shall not exceed five (5) work days a calendar year.

**SECTION 2.** Permission for such leave may be withheld by the Chief if operational considerations so require.

**SECTION 3.** Such leave shall be considered as time worked for all seniority rights and fringe benefits, excluding overtime pay.

**ARTICLE 8  
BULLETIN BOARD**

**SECTION 1.** The PBA shall have the use of a Bulletin Board located in the Police Station. Use shall be restricted to:

- A) Notices of PBA elections and results of elections.
- B) Notices of PBA meetings and minutes of same.
- C) Notices of PBA recreational and social affairs.
- D) Other notices that are approved, in writing, by the Chief, or in his absence, the City Manager or his designee. The Chief's/ City Manager's decision shall be final and shall not be subject to the grievance procedure.

All notices to be posted will be signed by an official of the PBA. A duplicate copy of each notice shall be delivered to the office of the Chief prior to the time the notice is posted. All notices will include the signature of the Chief or, in his absence the City Manager or City Manager's designee, approving the posting. Any material found on the Bulletin Board, not in compliance with this section, shall be removed by an appropriate City Official and given to the appropriate union PBA official.

**SECTION 2:** All costs in preparing and posting of PBA notices shall be borne by the PBA.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**SECTION 1** In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement.

A grievance shall be defined as an alleged violation of a specific provision of this Agreement.

Grievances shall be processed in accordance with the following procedure:

**Step 1.** The aggrieved employee shall discuss the grievance with his immediate supervisor within five calendar days not including Saturday, Sunday, or holidays of the occurrence which gave rise to the grievance. An association representative may be present to represent the employee, if the employee desires him present. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within five calendar days not including Saturday, Sunday, or holidays.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employee(s), and the association representative on their behalf if the employee(s) so desires his assistance. All grievances must be processed within the time limits herein provided unless extended by mutual agreement.

**Step 2.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the association representative, if the employee wishes his assistance, shall reduce the grievance to writing, stating the specific provision of this Agreement the employee believes has been violated and what remedy is requested. The employee shall present such written grievance to the Chief within ten (10) calendar days not including Saturday, Sunday and holidays from the time the immediate supervisor's response was due in Step 1.

The Chief shall meet with the employee and the association representative if the employee wishes him present, within ten (10) calendar days of receipt of the Step 2 grievance not including Saturday, Sunday or holidays. The Chief shall respond in writing within ten (10) calendar days not including Saturday, Sunday, or holidays from date of the meeting.

**Step 3.** If the grievance has not been satisfactorily resolved in Step 2, the employee or the association, if the employee wishes its assistance, may present a written appeal to the City Manager within ten (10) calendar days following receipt of the chief's response not including Saturday, Sunday or holidays. The City Manager shall meet with the employee and the association representative if the employee wishes him present, within ten (10) calendar days of receipt of the Step 3 grievance not including Saturday, Sunday or holidays. The City Manager shall respond in writing within ten (10) calendar days not including Saturday, Sunday or holidays from the date of the meeting.

**Step 4.** Any grievance that is not resolved in the grievance procedure may be referred, by written request from the union, within ten (10) calendar days not including Saturday, Sunday, or holidays of the date the City Manager's response is due in Step 3 to arbitration.

1. The parties will meet and attempt to mutually agree upon a neutral party to arbitrate the grievance.
2. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days not including Saturday, Sunday or holidays after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service by the Personnel Director. Within ten (10) calendar days not including Saturday, Sunday or holidays, after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. The grieving party shall cross out first.
3. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to hear a grievance as defined in this Article and to advise City Commission if a violation of the Agreement has taken place.
4. However, the arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof of any amendment thereto.
5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this article, or which is not specifically covered by this Agreement.
6. The arbitrator shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.
7. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be binding in accordance with Florida Statute 447.401.
8. The parties shall attempt to mutually agree in writing as to the issue to be arbitrated prior to a hearing.
9. Each party shall bear the expense of its own witness and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.
10. The arbitrator shall be requested to render his decision as soon as possible, but in any event, not later than thirty (30) calendar days after the hearing. In case of a grievance involving any continuing or other money claim against the City, no

award shall be made by the arbitrator, which shall allow any alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing.

11. This grievance and arbitration procedure may only be used by employees who are represented by the Pinellas County PBA. Employees who pursue a grievance without PBA representation must do so under the grievance procedure set forth in Rule 9.5 of the City's Career Service System Manual. A grievance may not be pursued under more than one grievance procedure.

**SECTION 2.** Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned. Any grievance not answered by management in the time limits provided above automatically advances to the next higher Step of the grievance procedure.

## **ARTICLE 10 STRIKES AND LOCKOUTS**

**SECTION 1.** There shall be no strikes, work stoppages, picket lines operating during a strike or to seek to change agreed upon conditions during the term of this contract, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the PBA and there will be no lockouts by the City. The PBA supports the City fully in maintaining normal operations.

**SECTION 2.** "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City of Treasure Island, the employer, for the purpose of inducing influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

**SECTION 3.** Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City in accordance with City personnel rules. The PBA and its members recognize and agree that Section 447.505 of the Florida Public Employee's Collective Bargaining Statute prohibits them individually or collectively as public employees or the PBA from participation in a strike against the City of Treasure Island.

**SECTION 4.** It is recognized by the parties that they are responsible for and engaged in activities which are the basis for the health and welfare of the citizens and that any violation of this Section could give use to irreparable damage to the City and to the public at large.

Accordingly, it is understood and agreed that in the event of any violation of this Section, the City or the PBA shall be entitled to seek and obtain immediate injunctive relief.

**ARTICLE 11  
FUNERAL LEAVE**

**SECTION 1.** Employees covered by this Agreement shall be granted, operational conditions permitting, time off with pay not to exceed three (3) days (or five (5) days if the funeral is out of state) in the event of a death in his immediate family.

**SECTION 2.** The employee's "immediate family" shall be defined as spouse, a person with whom one was presently residing as if a family, father, mother, step-parents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, aunt, uncle, brother-in-law and sister-in-law.

**SECTION 3.** Funeral leave shall not be charged to vacation or sick leave.

**SECTION 4.** Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Chief. Upon approval by the Chief, any additional time off will be charged vacation, comp time, or unpaid leave.

**SECTION 5.** The employee shall provide the Chief with proof of death in family as defined before compensation is approved. To receive funeral leave, the employee must actually attend the funeral service.

## **ARTICLE 12 MILITARY LEAVE**

### **SECTION 1.**

Employees 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 of absence from their duties with pay, not to exceed 17 working days in any one annual period, on days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations.

### **SECTION 2.**

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.

### **SECTION 3**

Employees who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States and are involuntarily called up to active duty for purposes other than training shall be entitled to all veterans reemployment rights mandated by federal and state law.

Additionally, in the event that his or her pay from the military, including base pay and all allowances, is less than his regular straight-time pay would be as an employee of the department, the city will pay the difference for a period of one year using the following procedure:

The employee shall submit a copy of his military pay voucher to the City and the City will calculate and pay the difference between what his regular straight-time pay would have been (including any time he may have actually worked) and the amount paid by the military, including base pay and all allowances, for up to one year from the date the employee was called up to active duty.

### **SECTION 4**

Employees who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States and are called up to active duty for purposes other than training and who still reside within a one-hour commute to the City may, with the approval of their military commanding officer, request such city duty assignments as may be available, subject to the approval of the Police Chief.

**ARTICLE 13  
LEAVE BENEFITS**

**SECTION 1. Holidays**

A. An eligible employee who is required to work on any holiday set forth below shall be compensated at the rate of two times his or her regular rate of pay for the calendar day of the holiday, not the day the City celebrates the holiday if these dates are different. Holiday hours actually worked will be used in the computation of overtime.

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve (partial day 1600 to Midnight)
- Christmas Day

B. When a holiday falls on an employee's scheduled workday and the employees is not scheduled to work solely because operations are reduced on the holiday, the employee will be paid for the hours not scheduled and such hours are counted as "hours worked" for the purpose of calculating hours toward overtime. Employees who are absent for any reason on their scheduled shifts before and after the holiday are not eligible for this pay.

**SECTION 2. Vacation Leave:**

Full time employees shall be entitled to earn and accrue annual leave with pay. Vacation leave may be taken as it is earned.

A. Computation of Vacation Leave:

Annual vacation leave shall accrue at the following rate for employees on a regular work week.

<u>Completed Years of Service</u>	<u>Hours Accrued Annually</u>
0 through 4 yrs	88 hours
5 through 9 yrs	128 hours
10 through 14 yrs	160 hours
15 through 19 yrs	168 hours
20 years	176 hours
21 years	184 hours
22 years	192 hours
23 years	200 hours
24 years	208 hours

Upon separation from service for any reason, the employee shall be paid for accrued vacation except those employees having less than six months of full time service.

**B. Accumulation of Annual Leave:**

A maximum of 160 hours may be carried forward into the next calendar year. The City Manager may authorize an employee to carry over more than 160 hours for good cause. Previously scheduled vacation hours that are cancelled by management will be defined as “good cause” under this section.

**C. Restrictions:**

Annual leave shall not be earned by an employee during leave of absence without pay, or when the employee is otherwise on a non-pay status.

**D. Schedules for Annual Leave:**

The Chief shall cause to be posted by November 1 of each year, a vacation sign up sheet. Employees shall, based upon seniority, select vacation days to be taken next calendar year. Failure to select dates by December 31 shall result in the Chief assigning vacations. Once an employee has selected the dates he wants, he may not change them without the express written approval of the Chief. If a change is permitted that employee shall not be able to bump other employees because of seniority. Employees shall request vacation, in writing, and the Chief or his designated agent shall approve or deny the request within 2 weeks of the request, in writing.

The chief shall have the final decision on vacation selections based upon the operating needs of the Department.

**SECTION 3. Sick Leave:**

**A. Eligibility:**

All full time employees under this contract shall be entitled to earn sick leave.

**B. Definition:**

Sick leave may be granted for the following:

- (1) Absence due to illness of employee.
- (2) Personal medical, dental and optical appointments.
- (3) Absence to care for a family or household member, defined as: spouse, persons related by blood or marriage who are presently residing together, persons who are presently residing together as if a family, and persons who have a child in common regardless of whether they have been married. Upon request of the Chief, the employee will be required to furnish a physician's statement to the effect that the family or household member need direct care from the employee.

**C. Computation:**

- (1) Sick leave shall be calculated at the rate of eight (8) hours per month. Any variations in the work week by Ordinance, Resolution, State Law or Federal Law will automatically affect the accrual of annual sick leave.

- (2) Sick leave earned shall not be charged when employee is out on workers compensation set forth in Section 4.
- (3) Vacation leave accumulated may be used as sick leave when all sick leave credits have been exhausted.

D. Sick Leave Requests and Requirements:

- (1) Records of sick leave used shall be kept by Personnel Director and Chief of Police on prescribed forms.
- (2) The employee shall have the responsibility of notifying the Chief promptly of any illness requiring employee's absence. Failure to notify the Chief or his designee of the absence shall forfeit any claim for sick pay.
- (3) Absence for three (3) days without proper notification to the Chief or his designee shall be considered absence without leave and may be grounds for dismissal.
- (4) Employees absent for a period longer than one day may be required to submit medical evidence of reason for absence, upon request by the Chief.
- (5) In addition, an employee exhibiting excessive absenteeism or abuse of sick leave, in the opinion of the City may be required to submit medical evidence of reason for absence even after one day's absence.
- (6) It is understood that excessive absenteeism and /or abuse of sick leave may constitute just cause for discipline.
- (7) Medical, dental and optical appointments shall be charged in one (1) hour increments as needed by the employee. The Chief shall encourage all these types of medical appointments to be made on off-duty time whenever possible. The PBA agrees to cooperate fully with this policy. No sick leave shall be required, however, for medical examinations required by the City.

E. Separation:

Accumulated sick leave shall be forfeited upon separation of services for any reason, except that employees who retire from the service of the city at age 50 or older with ten or more years of service (or twenty years of service regardless of age) will be paid a percentage of their accrued sick leave according to their length of continuous service as follows: 25% of accrued sick hours for 10 years of service and an additional 2.5% for each additional year of service up to 20.

Years of Service	Percentage of accrued sick leave paid at retirement
10	25%
11	27.5%
12	30%
13	32.5%
14	35%
15	37.5%

16	40%
17	42.5%
18	45%
19	47.5%
20 or more	50%

**SECTION 4. Workers' Compensation:**

All municipal employees are covered by workers' compensation laws and shall be entitled to all benefits awarded under such laws. Injuries that occur while on duty or performing services directed by superiors shall be reported immediately through the Department Head to the Personnel Director.

Injured employees who require immediate treatment shall be treated by the City's paramedics if said paramedics are available and respond. If further treatment is required, the employee shall be transported to the emergency room. All injuries whether requiring lost time or not, shall be reported to the Personnel Director without delay.

(A) Employees failing to report injuries received to their Chief within twelve hours from occurrence of such injury shall be excluded from supplemental benefits other than those covered by workers' compensation laws.

(B) Injuries requiring absence of more than one day shall require a physician's approval to return to work.

(C) Any injuries due to the employee's own misconduct or willful negligence will disqualify said employee from supplemental benefits.

(D) Supplemental Benefits:

Employees receiving job related injuries and resulting disabilities and having been awarded salary compensation benefits under workers' compensation laws shall receive supplemental benefits, for a maximum period of one hundred-eighty (180) calendar days in a calendar year (January through December) or one-hundred eighty (180) calendar days per injury, whichever is less. The amount of this benefit will equal the difference between the workers' compensation maximum benefit and the employee's regular rate of pay.

The supplemental benefit may be extended by the City Manager following review of the employee's medical record and prognosis of the workers' compensation physicians. The City Manager's decision shall be final and shall not be subject to the grievance procedure.

**SECTION 5. Family and Medical Leave:**

The City shall comply with the Family and Medical Leave Act of 1993. Any employee taking leave under said Act shall be required to exhaust all accrued vacation leave and sick leave before going on unpaid status. Any question of whether the City complies with such Act shall be resolved by the provisions of such Act and not through Article 9 Grievance Procedure.

**SECTION 6. Leave of Absence Without Pay:**

Upon recommendation of the Chief and approval of the City Manager, leaves without pay may be granted for any reason deemed to be in the best interest of the City; but such leaves shall not be granted for a period longer than one year. The City Manager's decision shall be final and shall not be subject to the grievance procedure. No fringe benefits shall accrue while an employee is on leave of absence without pay.

**ARTICLE 14  
SERGEANT**

**SECTION 1.** The parties recognize that Sergeants are first-line supervisors and no interference will be exercised by the union or their officials with respect to the supervisory functions of any Sergeant. Management has the exclusive right to determine the fitness of any officer for promotion to the rank of Sergeant or assignment as Acting Sergeant.

**SECTION 2.** Acting Sergeant: Except as set forth in Section 4 below, whenever a police officer is required to serve as a Sergeant, for a minimum of one (1) hour, he or she shall be compensated at an hourly rate that is 5% higher than the officer's regular rate of pay for each hour so worked

If a Police Officer or Corporal is required to serve temporarily as Acting Sergeant for more than 14 consecutive days, he or she shall be compensated at the higher of the minimum hourly rate for Sergeant or the 5% Acting Sergeant differential for the duration of the temporary assignment

**SECTION 3.** A sergeant who has successfully completed his or her promotional probationary period of one year may be demoted and returned to the position and classification held prior to the promotion upon a showing by the employer that said employee does not have the ability to remain in the higher classification. The employee may appeal his or her demotion within five working days to the City Manager, whose decision will be final and binding.

A sergeant who has successfully completed his or her promotional probationary period of one year, who as a result of discipline is demoted will be returned to the position and classification he or she held prior to the promotion, and said employee is entitled to the grievance procedure as provided in Article 9 of this Agreement

**SECTION 4.** Management may, solely at its discretion, assign officers to a Corporal or Detective rating. Selection of officers for these assignments and the duration of these assignments is solely determined by management. Employees so assigned will receive a rate of pay 5% higher than their regular rate of pay. Officers assigned as Corporal or Detective will receive no additional premium when required to serve as Acting Sergeant for less than 14 consecutive days.

**ARTICLE 15**  
**SENIORITY AND REDUCTION-IN-FORCE**

**SECTION 1.** City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the 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 City seniority date to be adjusted.

A. City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

**SECTION 2.** Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation 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 of 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.

Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

**SECTION 3.** All new employees and newly promoted employees shall be placed on probation for the first year in the classification. The probationary periods shall be utilized to evaluate the employee's performance on the job and for dismissal of employees not meeting the required standards of performance. A probationary new employee may be discharged without right of appeal through the grievance procedure. A probationary promotional employee found to be unsatisfactory may will be returned to the position and status held prior to promotion without right of appeal through the grievance procedure.

**SECTION 4.** Employees shall lose their seniority as a result of the following:

- (A) Voluntary Termination
- (B) Retirement
- (C) Termination for Legitimate Reasons
- (D) Absent without authorized leave for three (3) consecutive working days, absent justification.
- (E) Failure to return from military leave within the time limits prescribed by law

**SECTION 5.** Layoff. The Department Chief will notify the PBA in advance of any pending reduction in force. Probationary and provisional employees will be laid off first and shall be placed on the eligibility list in order of their date of employment. Employees will be laid off in the inverse order of their length of time in their classification. In the event that two or more employees affected have the exact same amount of service in the classification, the employee with the lowest identification number will be deemed to be the senior employee.

A. Sergeants shall have the option of accepting a layoff or being reduced in rank to patrolman.

B. Sergeants accepting a reduction in rank to patrolman shall retain full departmental seniority.

**SECTION 6.** Recall. Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work days of the certified receipt date, laid-off employees must signify their intention of returning to work to the Personnel Office. If no indication to return to work is received from the employee or the employee indicates he cannot return to work at that time, he will be dropped from the recall lists and will be eligible for employment just like any other applicant.

- 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, may request a leave of absence not to exceed thirty (30) days.
- B. Sergeants reduced in rank under the provisions of this article shall retain recall rights to his former position over any eligibility list.
- C. When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.
- D. When recalled, an employee's classification seniority date shall remain the same.

**SECTION 7.** Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished.

**SECTION 8.** Employees shall become eligible for service award pins after five (5) years of continuous service.

**SECTION 9.** In the event that the Treasure Island Police Department would be abolished and covered employees are not offered employment with the replacing agency, then Rule 7.4 (Separation Pay) of the City of Treasure Island Career Service System Manual would apply to employees covered by this Agreement

**ARTICLE 16  
INDEMNIFICATION**

The City of Treasure Island shall defend all suits against members of the Police Department covered by this Agreement and to protect said members for any liability, as long as they are acting within the scope of their employment in the absence of gross negligence.

**ARTICLE 17  
MAINTENANCE OF CONDITIONS**

**SECTION L.** Written rules, regulations, policies and procedures of the Police Department in effect prior to the effective date of this Agreement will remain in full force and effect if such rules and regulations are conducive to the efficient operations of the Police Department and if they are not in direct conflict with any Articles or Sections of the Agreement.

**SECTION 2.** This Agreement shall take precedence over all written rules, regulations, policies or procedures in direct conflict with this Agreement.

Wages, benefits, hours, and working conditions for police officers and police sergeants are specified by this collective bargaining agreement and not by Chapters IV, V, and VII of the City's Career Service Manual.

**SECTION 3.** Nothing in this Agreement is to be construed to mean that employees covered by this Agreement may not receive benefits or rights greater than other City employees.

**ARTICLE 18  
SAFETY AND EQUIPMENT**

**SECTION 1:** The purpose of this Section is to eliminate from use any vehicle or equipment that is dangerous to the operator or the public. No employee covered by this Agreement shall be required to operate any vehicle or equipment in an unsafe operating condition.

However, the determination of whether a vehicle or piece of equipment is "unsafe" shall be made only by the Chief of Police, or his designee, or the City Manager. Otherwise, said vehicle or piece of equipment must continue to be operated by the employee.

**SECTION 2:** City shall provide a protective vest for each permanent employee covered by this Agreement. Vest shall be worn at all times while on duty unless specifically waived by the Chief through policy implementation.

**ARTICLE 19  
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 any court of competent jurisdiction, 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 of only the particular Article or Section invalidated.

**ARTICLE 20  
EMPLOYEE RIGHTS**

**SECTION 1**

Any investigation of any employee covered by this Agreement relative to a citizen's complaint and/or other matter of internal affairs investigation shall be conducted in compliance with Sections 112.532, 112.533, and 112.534, F.S.

**SECTION 2**

Any officer who is being interrogated under circumstances where the results of the interrogation could subject the officer to formal disciplinary action, shall have the right to have a PBA representative present as an observer only. Nothing herein shall be interpreted to excuse the officer from answering truthfully and fully all questions asked.

**ARTICLE 21  
WORK PERIOD AND OVERTIME**

**SECTION 1.** The work period shall consist of fourteen (14) days, eighty (80) hours.

**SECTION 2.** The City will establish the hours of work best suited to meet the needs of the Department to provide superior service to the Community, but agrees that work schedules will not intentionally be changed or altered solely to avoid the payment of overtime.

**SECTION 3.** The work schedule shall be posted at least twenty eight (28) days in advance of the start of the new schedule, and may be changed by the Chief or his designated agent if necessary for operational reasons.

**SECTION 4. Trading Times** -Trading time shall not be permitted when it results in additional scheduled overtime or leaves a shift without adequate supervision. Employees who wish to trade a scheduled shift shall submit a written request on a form supplied by the City, to the operations commander prior to the date such trade is proposed to occur. This form shall be signed by both employees.

All shift trades shall be completed or "paid back" within the current fourteen(14) day work period. (The current pay period that the trade is taking place in.)

**SECTION 5. Overtime –**

A) All hours actually worked (sweat hours) in excess of eighty (80) hours in a fourteen (14) day period, including court duty time, shall be compensated at the rate of time and one half. Paid absences shall not be counted in the computation of overtime.

B) An on-duty officer will be assigned to work overtime on the upcoming shift (or portion thereof) for an officer unable and who fails to report for his/her scheduled tour of duty. If the on-duty supervisor decides it is not practical or appropriate to assign overtime to an on-duty officer, the supervisor will call back an officer who is off-duty and not scheduled to report for duty during the next two (2) shifts unless such officer is the only one available. Officers shall work overtime when required to do so. Management maintains the right to select officers with unique or special skills to assignments requiring those skills.

C) There shall be no duplication or pyramiding in the computation of overtime pay and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours actually worked.

D) No paid absences shall be counted in the computation of overtime. The actual hours worked on a holiday for which an employee received holiday premium pay are included as hours worked in the computation of overtime,

**SECTION 6. Call back -**

When an employee is called back from off duty to return to duty he shall be guaranteed a minimum three (3) hours of work.

**SECTION 7. Off-Duty Court Time**

Officers required to attend court in connection with their official duty during scheduled off-duty hours shall be compensated for all hours during which he or she attends as required. Pay shall be at the applicable rate of pay ( straight time or overtime).

The officer will be paid a minimum of three (3) hours pay for an off-duty court appearance except when the off-duty court appearance is contiguous with the beginning or ending of the employee's scheduled tour of duty. An officer will be paid a minimum of two (2) hours for State Attorney's investigations.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

Officers will not be required to be placed on standby time; however, whenever an officer is subpoenaed for court, he or she may arrange with the court to be placed on standby. Standby shall not be compensable by the City.

Witness fee and expenses paid by the court shall be retained by the officer.

**SECTION 8**

Compensatory time may be taken in lieu of overtime pay. Compensatory time may be accrued to a maximum of eighty 80 hours. Comp time records will be maintained by the Personnel Department.

**ARTICLE 22**

**REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY**

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

- A. The maximum reimbursement for eye glasses, and/or hearing aids, shall be one-hundred fifty (\$150.00) dollars. Any workers' compensation benefit shall be signed over to the City. For a wrist watch, up to seventy-six (\$75.00) dollars.
- B. Request for reimbursement shall be made within the shift in which the damage occurs.
- C. Reimbursement shall be approved by the Chief of Police and City Manager.

**ARTICLE 23**

**PAY PLAN**

**SECTION 1:**

- A. Effective October 1, 2008, each employee's regular rate of pay will be increased by 4%. The Pay Plan for employees covered by this Agreement shall be as follows:

Class	Minimum	Maximum
Officer	\$20.03/hr (\$41,663)	\$30.99/hr (\$64,459)
Sergeant	\$28.33/hr (\$58,926)	\$34.72/hr (\$72,218)

**SECTION 2:**

Employees assigned as Detective or Corporal shall receive a premium of 5% above their regular rate of pay.

**SECTION 3:**

Police Officers who are FTO certified will receive a premium of 5% above their assigned rate for hours that they are engaged in the field training of a new officer.

**ARTICLE 24**

**UNIFORM MAINTENANCE ALLOWANCE**

**SECTION 1.** All employees covered by this Agreement shall receive a uniform maintenance allowance of \$450.00 a year to be paid in a lump sum on the first pay period in October.

**SECTION 2.** Any employee assigned to Detective duty shall receive a clothing allowance of 500.00 a year to be paid in a lump sum on the first pay period in October.

**SECTION 3.** Only those individuals employed on October 1 of each year shall be entitled to this benefit.

**ARTICLE 25**

**JURY DUTY**

**SECTION 1.** In the event an employee is subpoenaed or summoned for Jury Duty in Federal Court, he shall be paid the difference between jury pay and his regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the Court.

**SECTION 2.** If any employee is called for Federal Jury Duty, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

**SECTION 3.** The employee shall provide the Chief of Police with proof of jury duty service before compensation is approved.

**ARTICLE 26  
PERSONNEL RECORDS**

**SECTION 1.** The employer will provide each employee a copy of any document initiated by the employer which is to be inserted in his city or department personnel file/record.

**SECTION 2.** A letter/memo which is initiated by the employer should be initialed by the employee concerned prior to placement in the employee's file/record to indicate it was seen by the employee. The employee, at his option, may, within 60 days, file a concise and dispassionate response to such document which shall also be placed in the employee's personnel file.

**SECTION 3.** Complimentary letters received by the employer will be placed in the record/file of the employee concerned.

**ARTICLE 27  
SUBSTANCE TESTING**

In the interest of officer safety, the City of Treasure Island requires, as a condition of continued employment, that employees refrain from substance abuse both on and off the job. The union will not arbitrate disciplinary actions taken by management because of a positive test result for drugs or alcohol in accord with this Article.

*What Is Substance Abuse?*

Substance abuse includes, but is not limited to, the consumption by any means of any legal or illegal substance that alters an individual's normal behavior and results in intoxication and/or renders the employee incapable of safe/efficient job performance. Abuse shall also be considered selling, trading, giving away, possession of and/or offering for sale illegal or prescription drugs, to include alcohol, on City property, while operating a City vehicle on or off City property or operating a personal vehicle while on City business or any of the above at a designated work site.

The substance abuse testing program includes the following:

1. Pre-employment;
2. Reasonable suspicion of substance abuse;
3. Following on-the-job accidents resulting in personal injury or significant property damage; *Note: employees may not use alcohol for eight (8) hours following an accident if a post-accident alcohol test is conducted, whichever comes first.*
4. Fitness for duty medical examinations;
5. Employees participating in a substance abuse rehabilitation program (subject to quarterly testing for a period of two years after program completion);
6. Random testing

The testing performed will analyze a breath, urine or blood specimen for the presence of any of the following substances or a metabolite of the substance:

1. Alcohol -Ethyl alcohol as a beverage or as part of a medication;
2. Marijuana - Cannabinoids, THC;
3. Cocaine;
4. Methadone - Dolophine, Methadose;
5. Barbituates - Nembutal, Tuinal, Seconal, etc.;
6. Amphetamines - Desoxyn, Biphedamine, Dexedrine, etc.;
7. Methaqualone - Quaaludes;
8. Opiates - Codeine, Percodan, Paregoric, Morphine, etc.;
9. Propoxyphene - Darvon, Dolene, etc.;
10. Phencyclidine - (PCP);
11. Benzodiazepines - Librium, Valium, Xanax, Serax, Halcyon, etc.

Testing may also include designer drugs or other abused substances as added by federal or Florida Statutes.

Levels of detection for a positive drug result for screening and confirmatory tests will be those established by the United States Department of Health and Human Services for the *Federal Guidelines on Drug Testing*. These test levels , subject to change as advances in technology or other considerations may permit, are currently:

Drug Class	Initial Test Level (Ng/MI)	GC/MS Confirmatory Test Level (Ng/MI)
Amphetamines	1,000	500
Barbiturates	300	200
Benzodiazepans	300	200
Cocaine Metabolites	300	150
Marijuana Metabolites	50	15
Methadone	300	200
Methaqualone	300	200
Opiate Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	100

**Alcohol testing** will be conducted using evidential breath-testing devices approved by the National Highway Transportation Safety Administration. Two breath tests are required to determine if an employee has a prohibited alcohol concentration. A screening test is conducted first. A confirmation test must be conducted if the screening test detects any alcohol. A confirmed result indicating a blood alcohol concentration of .02 or greater will be considered a positive test.

A list of the most common drugs or medications by brand name, common name, as well as chemical name, which may alter or affect a drug test is available to all job applicants and employees at the time of testing.

A form will be provided for employees or job applicants to voluntarily and confidentially report to a Medical Review Officer the use of prescription or non-prescription medications both before and after being tested. Providing this information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any confirmed positive test result. Positive drug reports will be verified as NOT resulting from use of legal prescriptions.

Specific confirmation testing will be performed for all positive test results. Employees testing positive for prescription drugs that are commonly abused must produce evidence from their attending physician to justify the treatment necessity for use of the drug(s).

Within five working days after receipt of a confirmed positive test result from the Medical Review Officer, the employer shall inform the employee or job applicant in writing of such confirmed positive test results, the consequences of such results, and the options to the employee or job applicant.

The employer is responsible for testing costs, except for test costs that are involved with an employee or job applicant who challenges the initial test results.

**Reasonable Suspicion Testing:**

Any employee reporting to work who demonstrates impaired conduct considered unsafe for the performance of his/her job duties or if an employee becomes similarly impaired on the job, will be observed and/or interviewed by a supervisor to determine the cause of the irregular behavior.

If the supervisor concludes that the irregular behavior is unsafe, the employee will not be allowed to continue working and shall be transported to a medical facility for drug testing. Alcohol testing will normally be performed by qualified personnel from the Treasure Island Police Department. The employee will not be allowed to drive any City vehicle.

Reasonable suspicion testing shall also be conducted when there is:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol; odor of alcohol on the breath.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
3. A report of drug use, provided by a reliable and credible source; A report of alcohol use within a time period prior to reporting for duty that would cause one to reasonably expect that alcohol would be detected by intoxilyzer testing.
4. Evidence that an individual has tampered with a drug test during his employment;
5. Information that an employee has caused, contributed to, or been involved in an accident while at work;

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Supervisors will document their observations and conduct an employee interview. Final disposition of the incident will be documented with the signatures of the supervisors/department heads, and dated.

A copy of the Confidential Supervisor's Incident Report will be provided for the employee with the employee's signature of receipt.

This Confidential Supervisor's Incident Report will be retained by the employer for a period of at least one year.

### **Random Testing**

All employees are subject to random testing for substance abuse at any time during working hours.

The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with an identifying number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. There is no limit to the number of times any employee may be tested. The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of employees.

### **Consequences of Positive Test or Test Refusal**

Refusal or failure to submit to testing, or a confirmed positive test result following an on-the-job accident or injury, shall disqualify an employee from workers' compensation benefits.

Confirmed positive test results shall eliminate applicants from employment consideration.

Failure to participate in random, reasonable suspicion, pre-employment, fitness for duty or other City designated drug or alcohol testing shall result in termination of employment.

Any employee with a confirmed positive test result shall be terminated from employment.

Refusal or failure to submit to testing following an on-the-job accident shall result in termination of employment.

In the event that an employee informs the employer in writing of employee's abuse of alcohol/drugs prior to reporting for duty and prior to being notified to report for testing, no

disciplinary action shall be taken against the employee ; provided, the employee signs a rehabilitation agreement and enrolls in an approved rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, the employee may request leave of absence, without pay. No employee will be granted more than one such rehabilitation opportunity.

***Other Grounds for Termination***

An employee bringing onto the City's premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood or urine (at levels exceeding or equal to established cut off levels, or using, consuming, transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time is guilty of misconduct and shall be discharged.

***Challenging Test Results***

An employee may challenge a confirmed positive test result by submitting an explanation, in writing, to the Personnel Department concerning personal circumstances that might have affected the results and explaining why the result does not constitute a violation of the employer's policy. This challenge must be submitted within five working days following the employee notification of a confirmed positive test result. The donor of a tested specimen will be responsible for providing all necessary documentation, (i.e., a doctor's report), signed prescription or current prescription container with relevant information and other related supporting documents.

The employer will, within fifteen days of receipt of the employee's written explanation or challenge of confirmed positive test results, provide a written explanation to the employee as to why the employee's explanation is unsatisfactory, along with a copy of the confirmed positive test results. All such documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.

Any employee or job applicant who receives a confirmed positive test result may contest or explain the results to the employer's Medical Review Officer within five working days after receiving written notification of the confirmed positive test result. If an employee or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer will report a positive test result back to the employer.

The employee or job applicant desiring to challenge a confirmed positive drug test result will be responsible for notifying the original testing laboratory of an alternate HRS licensed laboratory, for the purpose of transferring, under Chain of Custody, a portion of the employee or job applicant's specimen for re-testing. The employee may have a portion of their original specimen re-tested during a period of 180 days following written notice of a positive test result. When an employee challenges the result of a confirmed positive test it shall be the employee's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is settled.

Concerning denials of workers' compensation benefits due to a positive test result, an employee may undertake an administrative challenge by filing a claim for benefits with a

Judge of Compensation Claims. Other challenges of a confirmed positive test result, not involving work place injuries, must be filed in a court of competent jurisdiction.

Employees or job applicants may consult with the Medical Review Officer for technical information regarding prescription or non-prescription medications that may affect test results.

Job applicants or employees whose drug test results are confirmed positive shall not, by virtue of the result alone, be defined as having a "handicap."

***Getting Help***

The Personnel Department maintains a current list of rehabilitation and treatment programs/facilities for employee reference.

***Confidentiality of Information***

All drug test information, reasonable suspicion reports, or other related information concerning an individual will remain confidential and will not be disclosed except for conditions described in Florida Statutes.

Release of such information under any circumstances other than those described in Florida Statutes, will be solely pursuant to a written consent, voluntarily signed by the person tested.

**Governmental Compliance**

This Drug Free Work Place Policy satisfies requirements under F.S. 440.102 and administrative rules 38F-9.014 of the Department of Labor and Employment Security, Division of Workers' Compensation.

**ARTICLE 28**

**RETIREMENT PLAN**

**SECTION 1:**

Employees covered by this Agreement shall be participants in the Florida Retirement System.

**SECTION 2:**

The City will continue to make available a 457 deferred compensation plan.

**ARTICLE 29**  
**EDUCATIONAL ASSISTANCE**

**SECTION 1** Education Expense Reimbursement

The City will reimburse full time employees for tuition, registration fees, required lab fees, required textbooks, if the following requirements are met:

- (1) Full time employee with at least one year of continuous service
- (2) The course or the curriculum of which it is a part must be related to the employee's position or be contributory to the potential long range value of the employee to the City.
- (3) Application for education expense reimbursement must be filed with the Personnel Director prior to enrollment in the course. The employee will explain in writing how the course or curriculum he or she plans to enroll in is related to the employee's current position held, future positions available at the City, or other value to the City. The employee will provide an estimate of the total reimbursable costs for which he or she is applying. If approved, the estimated amount will be budgeted.
- (4) The Personnel Director shall review all applications and make recommendations to the City Manager. If approved by the City Manager and included in the final City budget, employees will be notified in writing.
- (5) The employee must successfully complete the course with a final grade of "C" or better.
- (6) The employee must submit receipts for expenses and evidence of the final grade to the Personnel Department within sixty days after successful completion of an approved course. The City will then reimburse up to 100% of the actual reimbursable expenses.
- (7) There will be no duplicate payments for the same course. The amount of any course expenses that are reimbursed through some other source, including state or federal statute, county ordinance, etc., will be deducted from amount paid to the employee under this rule.

**SECTION 2** Course Completion Bonus

A one-time bonus will be paid to a full-time employee upon successful completion with a grade of "A" or "B" of a course approved pursuant to the above Section 1. The sum of \$20 per credit hour will be paid to an employee who achieves an "A" in the course. The sum of \$15 per credit hour will be paid an employee who received a "B" for the course.

### **SECTION 3** Incentive Payments for Earned Degrees

Employees will receive an educational incentive payment for degrees earned while the employee is in the classified service of the City. A \$300 educational pay increase will be paid each year for each level of degree (Associates, Bachelors, Masters, and Doctorate) earned that is beyond the level of degree required for the employee's current position. One-twelfth of the amount will be paid each month.

Requirements to receive this educational incentive payment are as follows:

- (1) The degree must be related to the employee's current position held, future positions available at the City, or have other value to the City as determined by the City Manager.
- (2) The degree must be more advanced than what is required for the employee's current position.
- (3) Full-time employee with at least one year of continuous service.
- (4) There will be no duplicate payment for the same degree. If the degree is reimbursable through some other source, including state or federal statute, county ordinance, etc., then this provision of the City's educational incentive plan do not apply.

## **ARTICLE 30 INSURANCE**

### **SECTION 1:**

The City agrees to keep in effect for the duration of this agreement, a long-term disability/income protection group insurance policy, to provide a maximum monthly benefit of 50% of salary.

### **SECTION 2:**

All full-time employees covered by this Agreement shall be eligible to participate in the same group Medical, Dental, Long-Term Disability, and Life Insurance policies as provided by the City to other classified employees.

### **SECTION 3:**

The City agrees to negotiate the impact of any medical insurance program changes with the union prior to implementation.

**ARTICLE 31  
PERMIT ASSIGNMENT**

**SECTION 1.**

Permit assignment duty shall be defined as: a regular Police Officer performing police type functions, by assignment through the department, during his or her normal off-duty hours on a voluntary basis.

**SECTION 2.**

All permit assignment opportunities shall be assigned in accord with written Police Department policy.

**SECTION 3.**

While on permit assignment duty, the officer will be under the direct control and supervision of the Police Department and shall only perform functions that are considered normal police business.

**SECTION 4.**

The officer shall be in regular Police Department uniform and shall make an official police record of all incidents occurring that require his or her action.

**SECTION 5.**

All authorized and approved permit assignment duty performed shall be paid at one and one-half times the officer's regular hourly rate. The City will charge a fee to cover additional actual costs (including FRS, FICA, and Workers' Comp) and administrative costs. The parties may make any adjustment to the rate paid to officers under this article that the parties may mutually agree to in writing.

**ARTICLE 32  
CREDIT UNION**

All full time employees may become members of a credit union. Credit Union deductions from the employee's paycheck will be made in accord with the employee's written authorization subject to credit union approval.

**ARTICLE 33  
SERVICE BONUS**

Each October 1, each full-time employee with ten (10) or more years of continuous service, will receive a service bonus amounting to two percent (2%) of his or her regular monthly salary, multiplied by the number of years of continuous service as of the preceding October 1.

**ARTICLE 34  
VEHICLES**

**SECTION 1**

The City, at its option, may provide City-owned vehicles to Police Officers for travel between TIPD and their residences as well as other police business.

**SECTION 2**

Vehicle assignments and rules governing such vehicle use shall be at the discretion of the Police Chief and shall not be grieved.

**ARTICLE 35  
DURATION and REOPENERS**

This Agreement shall be effective as of October 1, 2008, and shall remain in full force and effect until its expiration date, September 30, 2011. The parties will reopen Article 23 (Pay Plan) the second and third year for the purpose of negotiation. In addition, each party may request that one other Articles be reopened the second year and one article be reopened the third year for the purpose of negotiating a change, addition to or deletion from said Article by giving written notice to the other party of such intent by March 1, 2009, and March 1, 2010, respectively. If an Article is opened for any purpose and the parties are not able to reach an agreement, the item shall be subject to the impasse procedure.

CITY OF TREASURE ISLAND, FL

PINELLAS COUNTY POLICE  
BENEVOLENT ASSOCIATION

\_\_\_\_\_  
Reid Silverboard  
CITY MANAGER

\_\_\_\_\_  
Michael I. Krohn, Esq.  
EXECUTIVE DIRECTOR

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

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

ATTEST:

ATTEST:

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