

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF NORTH PORT
AND
SOUTHWEST FLORIDA POLICE
BENEVOLENT ASSOCIATION, INC.**

**RANK – AND – FILE
POLICE DEPARTMENT
BARGAINING UNIT**

October 1, 2017 thru September 30, 2020

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Article 1
Recognition

Section 1 THE CITY OF NORTH PORT, FLORIDA (hereinafter referred to as ("City")), recognizes the SOUTHWEST FLORIDA POLICE BENEVOLENT ASSOCIATION, INC

(hereinafter referred to as the "P.B.A."), as the exclusive Collective Bargaining Representative of the bargaining unit Certified by the Public Employees Relations Commission to include all sworn full time and regular part-time law enforcement officers in the City of North Port, and all full time and regular part-time employees in the classifications of Telecommunications Operator and Senior Telecommunications Operator pursuant to PERC Certification No. 535, as amended. Such classifications will include:

Sergeant
Police Officer
Public Safety Telecommunicator
Senior Public Safety Telecommunicator

Section 2 The P.B.A. recognizes that the City Manager is the collective bargaining representative for the City.

Section 3 DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT:

"CHIEF OF POLICE" is defined to include the Chief and/or his designee.

"CITY" is defined as the municipal corporation under the laws of the State of Florida, consisting of an electorate, elected and appointed officials. For the purpose of this agreement, the term "City" shall also mean the City Commission, its appointed Administrative offices, designees and representatives.

"CITY MANAGER" is defined as that person appointed by the City Commission who is the Chief Administrative/Executive Officer of the City, and/or his designee.

"DEPARTMENT" shall refer to the Police Department of the City of North Port.

“EMPLOYEE” Unless otherwise indicated, an employee is, defined as employee of the City who is a member of the collective bargaining unit described in Article 1, herein.

“HE” or “SHE” shall be used to designated individuals of both sexes.

“WORK” is defined to mean the duties and responsibilities assigned to an employee by the City, and does not include such elements as leave, lost-time due to on-the-job injuries, training off-duty hours, travel, etc., unless specifically and expressly assigned, authorized and approved in writing by the City.

Article 2
Management Rights

Section 1 Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all rights, powers and authority previously possessed or enjoyed by the City of North Port prior to this Agreement are retained by the City, and may be exercised without prior notice to or consultation with the PBA.

Section 2 Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters:

- A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and the operations thereof.
- B. To determine the purpose and functions of the Police Department and its constituent divisions, bureaus and units.
- C. To perform those duties and exercise those responsibilities which are assigned to the City by Federal and State Law, City Ordinance or by City regulation.
- D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation and/or improvement of the Police Department, and to select, manage and direct management, administrative, supervisory and other personnel.
- E. To take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.
- F. To set the methods, means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed practical and feasible by the City in its sole discretion.
- G. To determine and re-determine job classifications, job content, work schedules and work assignments.
- H. To decide the number, location, design and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel

or otherwise revise operations and facilities as may be deemed necessary to the City.

- I. To determine the qualifications of all employees of the Police Department. To select examine, hire, classify, train, lay off, assign, schedule, transfer, promote, direct and manage all employees of the Department.
- J. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability based on competitive examination, performance evaluation and other elements at the discretion of the City.
- K. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees or to relieve such employees from duty for just cause. To increase, reduce, change, modify or alter the size and composition of the work force. To establish, change or modify the number, types and grades of positions/employees assigned to a division, bureau, unit or project of the Police Department.
- L. To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted, or to determine when, where and to what extent operations/services shall be increased or decreased.
- M. To establish, change or modify employee duties, tasks, responsibilities or requirements, policies, procedures, rules and regulations as the City may from time to time deem appropriate.

All other rights to manage the Police Department and the operations, functions and purposes thereof which are not recited in or expressly limited by this Agreement are reserved exclusively to the City.

Section 3 The City Commission has sole authority to determine and re-determine the purpose and mission of the Police Department.

Section 4 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency, excluding wage rates, overtime and other monetary benefits.

- Section 5 The City has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.
- Section 6 The selection and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the Grievance and Arbitration procedures provided in this Agreement.
- Section 7 The PBA recognizes that the City and the Police Department have certain obligations to comply with Federal, and State and local laws, city charters, ordinances, regulations, directives and guidelines, and shall cooperate in s such compliance. Other than City ordinances, regulations, directives or guidelines that may be promulgated which conflict with the terms and conditions of this agreement, such matters shall not be subject to the Grievance and Arbitration procedures provided in this Agreement.
- Section 8 The City Commission shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the PBA shall forthwith terminate. The City shall also have the right, from time to time during this Agreement, to suspend selected services/operations in whole or in part.
- Section 9 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 as well as the Charter of the City of North Port.
- Section 10 Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those 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. Subject to its legal obligation to bargain upon demand, final authority to change, modify or delete any rule or regulation rests with the City.
- Section 11 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.
- Section 12 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager as provided by Law, Ordinance, or City Charter.

- Section 13 Nothing in this Agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated.
- Section 14 The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved bargaining unit employee from filing a grievance, but such grievance can only be filed on the grounds that the action complained of is in violation of the express written terms of this Agreement.
- Section 15 In the exercising of the above-enumerated rights, the City recognizes its obligations to bargain if the law requires over such rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of bargaining unit employees. The City understands that changes to mandatory subjects of bargaining shall not be made until the negotiations processes outlined in Chapter 447, Florida Statutes has been completed. For changes to permissive subjects of bargaining, nothing contained in this section shall prevent the City from implementing the proposed right or decision, but any settlement, agreement or legislative imposition finally reached as a result of requested impact bargaining shall be retroactive to the date of implementation unless otherwise agreed upon or provided by law.

Article 3
Employee Rights

Section 1 Bill of Rights

The City and the P.B.A. will abide by the provisions of the Florida Statutes, Chapter 112.532 ("Law Enforcement Officers' Bill of Rights") so long as those provisions remain effective as State Law. Alleged violations of same shall be subject to remedy only under the provisions set forth by law, and not by grievance and Arbitration under this Agreement.

Section 2 Outside Employment

Any bargaining unit employee who desires to seek outside employment during his off-duty hours must receive written permission from the Chief of Police. This permission will not be unreasonably withheld. Additionally, should the City be contacted by a business/individual requesting services of an off-duty officer, such a request shall be promptly posted at the Police Department.

Section 3 Replacement/Repair of Personal Property

Personal property of a bargaining unit employee (exclusive to such essential work items as shoes, eye glasses, contact lenses, watches, dentures and clothes) which are lost, damaged or destroyed in the line of duty, while on duty, except where employee negligence is causal, shall be replaced or repaired by the City at no expense to the employee. In no case will reimbursement be made for personal electronic/communications devices or personal property which the employee elects to use in lieu of departmental issue. Any claims filed hereunder shall be paid as follows per employee per incident:

- (a) Prescription eye wear-Replacement cost of existing wear.
- (b) Non-prescription eye-wear-Maximum allowance of fifty-dollars (\$50.00).
- (c) Miscellaneous items noted above: Limited to two hundred dollars (\$200.00)

The City will replace or the employee will be reimbursed upon proof of replacement or repair.

Section 4 Disciplinary Action

Employees may be subject to disciplinary action only for just cause.

For purposes of this Agreement, disciplinary action is defines as:

Written reprimand
Suspension without Pay
Demotion
Discharge or Termination

The City may utilize performance improvement plans (PIP) or the equivalent with bargaining unit members provided that employees retain the right to challenge the underlying facts that gave rise to the issuance of the PIP thru Step II of the grievance procedure outlined in this Agreement. Employees retain the right to challenge the discipline that may follow a PIP through the use of the complete grievance and arbitration procedures outlined in this Agreement

Unless otherwise provided in this Agreement, only discipline of non-probationary bargaining unit employees shall be subject to the Grievance and Arbitration provisions of the Agreement. Written reprimands of non-probationary bargaining unit employees may only be appealed to Step III. For purposes of this section, probationary bargaining unit employees shall be defined as employees who have not completed their initial hire probationary period and will not include probationary periods imposed following a promotion.

Section 5 Personnel Files

Employees will be permitted to inspect their personnel files and make copies of contents, at their own expense, provided that the City may charge for the actual cost of said copies. Substantiated letters may, at an employee's discretion, be accompanied by a written refutation from said employee.

Article 4
Strikes Prohibited

The P.B.A. agrees to abide by the prohibitions against strikes contained in Chapter 447, Part II, Florida Statutes and further agrees that no bargaining unit member shall engage in, induce or encourage any work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify and such work stoppage, slowdown, or withholding of services.

Article 5
Compensation

Section 1 Pay Plan

- A. Upon the ratification of this new agreement, the existing agreement dated October 1, 2015 through September 13, 2018 is replaced.
- B. The new pay plan will be illustrated in Appendix A to this CBA. The slot in pay rates will be effective October 1, 2017, establishing new hourly rates. All overtime pays and increases that are affected by this will be retroactive to October 1, 2017, and be given to employees in a lump sum on a regular paycheck.
- C. Effective October 1, 2018, bargaining unit employees shall receive a 4% on their anniversary date for a proficient or above evaluation. Bargaining unit members at the maximum of their respective pay range shall receive a 2.0% pensionable lump sum payment based on their annual salary at their respective FY 18-19 anniversary date.
- D. In the third year of this agreement, the City and the Union agree to open Article 5 – Compensation. Negotiations for this reopener article shall commence no later than May 1, 2019. The purpose of this reopener is to create a professional development plan that will be part of the pay structure. Prior to negotiations of this reopener, the City and Union may establish a labor/management task force to develop the plan.

Section 2 To qualify for a wage adjustment provided in Section 1 above, bargaining unit members, on their anniversary date must have received 75% “meets most requirements” ratings (satisfactory) or above on their most recent evaluation, Those members receiving an evaluation with 25% or more below “meets most requirements” ratings (unsatisfactory) will not receive an increase but Members will be reevaluated within ninety (90) days. If the member then receives 75% or above “meets most requirements” (satisfactory) ratings on the reevaluation, the member will be advanced in accordance with Section 1 above the first pay period following the reevaluation. If the member fails to receive 75% or above “meets most requirements” ratings (satisfactory) on the subsequent evaluation, the member will be subject to those actions deemed appropriate by the Police Chief. Bargaining unit members who are expected to receive a below standard evaluation shall be counseled at least ninety (90) days prior to his/her anniversary date, and advised of any negative performances on the upcoming evaluation.

Any bargaining unit member may appeal his/her below standard evaluation up to the Chief's Office. The Chief's decision will be final and binding.

Section 3 Shift Differential

A shift differential of \$.72 per hour will be paid on all hours worked between 6:00 p.m. and 6:00 a.m. Shift differential pay will not be calculated on Vacation, Holiday, On-Call Time, Compensatory Time, Court Time, Sick Leave and/or Sick Leave Incentive pay.

Section 4 Any non-supervisory member assigned to a supervisory position for a minimum of one (1) shift shall be compensated at the entry level rate of the higher classification or a 5% increase of the member's current hourly rate, whichever is greater.

Any Sergeant who is officially assigned by the Police Chief or his designee as a "Commander" for a minimum of one full (1) shift shall be compensated with a 5% increase of the member's current hourly rate for the hours assigned as a Commander.

In the event of a Captain vacancy, the Police Chief may determine, with the City Manager's approval, that an Interim Captain be appointed. The Interim Captain shall assume all required authority to develop, implement and delegate all necessary work assignments and make all related decisions to accomplish the goals and objectives of the respective position. The Police Chief shall establish a pay rate consistent with the respective Captain's pay grade to sufficiently compensate the Interim Captain for the additional duties and responsibilities to be assumed. An Interim Captain shall remain in place for any period of time deemed necessary. All terms and conditions of employment for an Interim Captain shall be in accordance with the City's personnel policies. Any dispute regarding the meaning, interpretation or application of the City's personnel policies, as they apply to the appointment of an Interim Captain position, shall not be grievable under the terms of this collective bargaining agreement.

Section 5 Promotional Increase

When a member is promoted, the member shall serve a probationary period not to exceed six (6) calendar months. Promoted members shall be compensated at the entry level rate of the higher position classification or receive a 5% increase of the member's current base hourly rate, whichever is greater.

Article 6
Special Duty Pay

Section 1 On-Call Pay

Any bargaining unit employee placed on-call as assigned by the Police Chief, in writing, (i.e. detective, police officers) during a normal work week shall receive an on-call differential one (1) hour pay at straight time hourly rate for each day assigned and scheduled. Employees so compensated shall not be entitled to Call Back Time/Pay. On-call pay will not be considered as time worked for purposes of calculating overtime. For the purpose of this section, on-call is defined as a status after an employee has completed his regularly scheduled work shift, or on a regularly scheduled day off, vacation day, or compensatory day, during which the officer is required by his supervisor to 1) remain at certain location or within radio/telephone contact; 2) refrain from any off-duty activities that would prohibit him from immediately responding to a call; and 3) the officer's failure to comply with these requirements or respond in a timely fashion may lead to discipline.

Section 2 Specialty Pay

1. Bargaining unit employees who are assigned by the Police Chief to the following specialties will receive \$150.00 per month.

- (a) Field Training Officer
- (b) Telecommunications Training Officer
- (c) Training Instructors (Firearms, Baton, Driving, or In-Service)
- (d) K-9 Officer
- (e) SWAT or SRT (effective FY 2010/11)
- (f) Traffic Homicide Officer (Those appointed to the Traffic Unit will not receive Traffic Homicide Officer specialty pay.)
- (g) Bi-Lingual (Must be able to read, write and speak respective language)
- (h) Certified Polygraph Examiner

Specialty Pay will be included in the assigned employee's regular rate for purposes of computing overtime rate.

2. SRT/SWAT Team specialty pay shall be a stand-alone specialty and shall not be included in specialty pay limitations outlined in section 2 subsection 3 of this article. The SRT/SWAT Team specialty pay will cover "on-call" status and "instructor" status for the operators to instruct only within the SRT/SWAT Team.

3. Employees who qualify for and are assigned multiple specialties listed above shall receive \$150.00 per month specialty pay for the first specialty, \$75.00 per month specialty pay for the second assigned specialty, and \$37.50 per month specialty pay for the third assigned specialty. The maximum amount (excluding SRT/SWAT Team specialty pay) any bargaining unit employee can receive in monthly specialty pay shall be \$ 262.50.

Section 3 Support Services Supplemental Pay:

Police Officers and Sergeants while assigned to the Criminal Investigation Bureau (CIB) or the Special Investigations Bureau (SIB) shall receive a five (5%) percent supplemental pay for year's one (1) through three (3). Those bargaining unit members, while assigned to the Criminal Investigation Bureau or the Special Investigations Bureau shall be eligible to receive an additional three (3%) percent supplemental pay for years three (3) and more and upon receiving 160 hours of CJSTC advanced/ specialty training courses, as designated by the Chief of Police, for one of the two respective Bureaus: Criminal Investigations, Special Investigation.

Employees who are receiving one of the listed Support Services Supplemental Pay additions listed above and who qualify for and are assigned multiple specialties listed in Section 2 subsection 1 of this article shall receive \$75.00 per month specialty pay for the first assigned specialty, and \$ 37.50 per month specialty pay for the second assigned specialty. The maximum amount (excluding SRT/SWAT Team specialty pay) any bargaining unit employee can receive in monthly specialty pay while receiving Supplemental Pay shall be \$112.50.

Supplemental Pay will be included in the assigned employee's regular rate of pay for purposes of computing overtime rate.

Police Officers and Sergeants while assigned as a School Resource Officer (SRO) shall receive five (5%) percent supplemental pay.

Police Officers and Sergeants while assigned as a Training Unit Officer shall receive five (5%) percent supplemental pay.

Police Officers and Sergeants while assigned as a Traffic Unit Officer or Special Enforcement Team Officer shall receive five (5%) percent supplemental pay.

Section 4 No bargaining unit employee shall receive more than three (3) combined specialty pay and supplemental pay.

Article 7

Hours of Work/Overtime

City has the authority to establish shifts and use any method in establishing a shift as well as change, increase, decrease, initiate, restrict and cancel a shift in order to meet the needs of the department and to provide superior service to the community.

Section 1 14 Day Work Period

Beginning the first pay period of October, the work period for sworn police officers shall consist of a period of fourteen (14) consecutive days. The work period for all other positions covered by this agreement, and not otherwise designated by the Chief of Police, shall consist of a period of seven consecutive days. For the purpose of this agreement, a shift means the time during which an employee is on assigned duty. A shift for those employees covered by this agreement will be those prescribed by the Chief of Police or his/her authorized designee. If there is any change of shift or duty assignment of an employee, he/she will receive a minimum of fourteen (14) day of notice of change with the exception of Traffic Unit Members or Special Enforcement Team Members. This waiver of 14 day notice applies only to normal duty schedule within the Specialty Unit at the direction of immediate supervision. Participation in the Traffic Unit and Specialty Enforcement Team shall be voluntary.

Only authorized and approved work performed in excess of eighty (80) hours in any fourteen (14) day work period for all sworn police officers assigned to said work period shall be paid at the overtime rate of one and one-half (1 1/2) times the employees straight time hourly rate of pay. Nothing herein shall require the payment of time and one-half (1 1/2) when an insubstantial amount of time is worked in excess of the normal workday. For the purposes of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.

Section 2 7 Day Work Period

Public Safety Telecommunicators shall work a 2 week rotating, repeating work schedule, in which they will work 44 hours in one week and 36 hours in the second week. Public Safety Telecommunicators shall not have their hours flexed so as to reduce their hours below 44 hours in one week and 36 hours in the corresponding second week of their regular schedule. Pay rates are depicted in Article 5, Appendix A.

Only authorized and approved work performed in excess of forty (40) hours in any seven (7) day work period for those employees assigned to said work period shall be paid at the overtime rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay. Nothing herein

shall require the payment of time and one-half (1 1/2) when an insubstantial amount of time is worked in excess of the normal workday. For the purposes of this Article, an insubstantial amount of time shall be considered any period of time less than seven (7) minutes.

Section 3 Shift Selection

Bargaining unit employees shall bid for shift preference with effective dates of the first payroll period of January and July for each year. For clarification, shift preference is defined as Day or Night.

The bid shall take place in each division; Telecommunications and Road Patrol, by each rank with seniority in rank prevailing. The written bid shall be thirty (30) days prior to the effective date. Management reserves the right to change a shift assignment with cause. Management shall post the bids fifteen (15) days prior to assignment on the bulletin board. All bids will be collected and compiled by management staff.

Section 4 Overtime Pay

- (a) All time worked in excess of employee's scheduled hours in a given work period, shall be paid at time and one-half (1 1/2) the employee's regular hourly rate of pay.
- (b) Overtime hours worked during a declared emergency shall be paid at double time (2 times regular hourly rate).

Section 5 Holiday/Comp Time Bank

A Bargaining unit employee at their discretion, may bank holiday/comp time. The holiday/Comp Time bank may be cashed out in June and the first payroll in December, not to exceed eighty (80) hours for the employee's normal hourly rate of pay for each date. For bookkeeping purposes only, the maximum accrual for each six-month period will not exceed 225 hours.

Section 6 Call-Back Time/Pay

If the City requires bargaining unit employees to return to work, for emergency purposes or for purposes not directly related to the completion of any unfinished work in progress (i.e., completion of reports or arrest records), on other than their regularly assigned shifts, such recall time begins when the employee reaches the City limits and such employees shall be credited with a minimum of two (2) hours work for such required duty and shall be paid accordingly in accordance with the provisions of Section 4, hereof.

Section 7 Court Time Pay

Court appearances and other court duties, including Pre-Filing Interviews (P.F.I.s), required of an employee which arises out of the employee's performance of his duties and responsibilities for the City, occurring on other than an employee's regularly assigned shift, shall be compensated in the following manner:

- (a) Such employee shall receive a minimum of two (2) hours pay at time and a half (one and one-half times the regular rate of pay) for each such off-duty court related appearance, irrespective of the number of cases involved in each appearance. There shall be no duplicating or pyramiding in the computation of overtime, call-back time pay, compensatory time or court time pay and nothing in this article shall be construed to require the payment of court time pay more than once for the same hours worked.
- (b) Should an off-duty court related appearance exceed two (2) hours, the employee will continue to be paid at the rate of time and one-half (1-1/2) of his regular pay for as long as the employee is required to be present.

Section 8 Time Worked

- (a) Vacation, Holidays, Compensatory Time and Sick Leave Incentive Time shall count as hours worked for purposes of computing overtime. However, all the above paid leave shall not count as hours worked for the purpose of computing overtime when the entire regularly scheduled workweek is charged as either vacation, holiday, compensatory or any combination of paid leave. All hours of Vacation, Compensatory Time, Holiday and/or Sick Leave Incentive Time shall count as hours worked when an employee is required to work overtime.
- (b) There shall be no duplicating or pyramiding in the computation of overtime, call-back time pay, court time pay or sick leave incentive or declared emergency overtime pay and nothing in this article shall be construed to require the payment of overtime more than once for the same hours worked.

Section 9 Per Diem

All per diem for schools, training, or other activities of the type described in the City Code for which per diem would apply and which have a duration of less than one week (40 hours) will be governed by Chapter 66

2` of the North Port City Code, and disputes by bargaining unit employees arising there from may be submitted to arbitration in accordance with the procedures set forth in the current collective bargaining agreement.

Further, per diem for schools, training or other activities of the type described in the City Code for which per diem would apply and which have a duration of one week (40 hours) or more shall be handled by the City providing a written estimate of the amount of authorized per diem in advance of the activity at issue, which shall be signed and agreed to by the employee in advance of the travel. Alternatively, if the per diem amount offered is not acceptable to the employee, the employee may decline the training so long as it is not required for the employee to maintain any of the certifications required for his or her position.

Article 8
City/P.B.A. Rights and Obligations

Section 1 Dues Deduction

- (a) A member of the bargaining unit may present written authorization on the prescribed form to the City to deduct from his or her salary P.B.A. dues in a specific amount.

Employee's dues will be canceled upon (30) calendar days written notice of revocation of said authorization by the employee to the City and the P.B.A.

- (b) The City will promptly transmit the dues deducted in any month to the P.B.A. at a convenient time during the calendar month following the deduction except in the case of reasonable delays.
- (c) The City's sole obligations with respect to said funds are the collection and transmittal of the funds. The P.B.A., its officers, agents and members will hold the City, its officers and agents harmless for the cost and results of any action which may be brought by any of its members, group or groups of members, agencies of law, with respect to the use or disposition of said funds, after they have been transmitted to the P.B.A.
- (d) The City will not collect fines, penalties, or special assessments levied or attempted to be levied upon its employees by the P.B.A., its officers, agents or members.

Section 2 Service Charges

The City shall deduct from the amount of dues to be paid to the Union the following expenses of bookkeeping, retention and transmittal of funds two hundred dollars (\$200.00) per fiscal year for each bargaining unit covered by this Agreement. The above service charge shall be effective the first month after final ratification and shall be collected thereafter during the month of October for the duration of the Agreement.

Section 3 Exception to Dues Deduction

In the event an employee's salary earnings within any given pay period (after deductions for withholding tax, retirement, health insurance and other priority items) are not sufficient to cover dues, it will be the responsibility of the P.B.A. to collect its dues for that pay period from the employee.

Section 4 Bulletin Board

The P.B.A. may post notices of the Association's recreational and social functions, elections, meetings, names and addresses of officers, directors and representatives on a two-foot by three-foot (2' x 3') bulletin board in the Police Department building. Each such notice will be signed by an officer of the local P.B.A. chapter and a copy transmitted to the Chief of Police before time of posting. Under no circumstances shall the P.B.A. tender for posting any notice containing material which might be interpreted as political in nature or tending to disparage or interfere with any elected or appointed official or employee of the City.

Section 5 Prohibition against Solicitation, Distribution of Literature

The P.B.A. its members, agents, representatives, or any persons acting on their behalf are prohibited from:

- (a) Soliciting of employees for any purpose during the working hours of any employees who are involved in the solicitation.
- (b) Distributing literature during working hours in areas where the actual work of employees is performed.

Article 9
Grievance and Arbitration Procedure

Section 1 Grievances

A grievance is a dispute regarding the meaning, interpretation or application of the terms of this Agreement. Grievances may be filed by the Union or by any member of the bargaining unit.

Section 2 Time

No grievance or arbitration request shall be considered or deemed to be valid if it is not timely filed and pursued at each step. Should the City fail to hold a meeting or answer a grievance at any step, the grievance shall automatically move to the next step, as if the grievance had been denied on the date the date the answer was due. Time limits may be mutually extended by written agreement. The term "work days" or "working days" as used in this Article shall refer to days Monday thru Friday, exclusive of Saturdays, Sundays and Holidays, which shall not be considered work days under this Article.

Section 3 Informal Step

An employee who has a grievance shall first bring that grievance to his/her Commander in an attempt to resolve the issue at the lowest possible level. The employee may verbally request a meeting with the Commander and the Commander may meet with the employee to discuss the grievance. If the matter can be resolved at that meeting, no further action is necessary.

Section 4 Formal Steps

Step I

If the matter is not resolved the satisfaction of the grievant at the informal meeting, then a grievance must be filed in writing with the grievant's Captain within ten (10) working days following the event giving rise to the grievance or within ten (10) working days following the time when the grievant reasonably should have known of its occurrence.

Within ten (10) working days after receipt of the written grievance, the Captain may hold a meeting with the grievant and the Steward. The Captain shall issue a written answer to the grievance within ten (10) working days after the meeting at Step I, or within ten (10) working days of receipt of the written grievance if no meeting is held.

The Step I written answer of the Captain shall state the reasons for the Captain's decision and shall be delivered to the grievant, or the Steward, by hand delivery, fax or by US certified mail.

Step II

If the matter is not resolved to the satisfaction of the grievant at Step I, the grievance must be appealed in writing to the Chief of Police within ten (10) working days after the grievant receives the written answer at Step I.

Within ten (10) working days after receipt of the written grievance appeal, the Chief of Police may hold a meeting with the grievant, and the Steward. The Chief of Police shall issue a written answer to the written grievance within ten (10) working days after the meeting at Step I, or within ten (10) working days of receipt of the written grievance if no meeting is held.

The Step II written answer of the Chief of Police shall state the reasons for the decision and shall be delivered to the Grievant, or the Steward, by hand delivery, fax or by US certified mail.

Step III

If the matter is not resolved to the satisfaction of the grievant at Step II, the grievance must be appealed in writing to the City Manager within ten (10) working days after the grievant receives the written answer at Step II.

The City Manager may hold a meeting with the grievant and the Steward. The City Manager shall issue a written answer to the grievance within ten (10) working days after the meeting at Step II, or within ten (10) working days of receipt of the written grievance if no meeting is held.

The Step III written answer of the City Manager shall state the reasons for the City Manager's decision and shall be delivered to the grievant, or the Steward, by hand delivery, fax or by US certified mail.

Step IV

Written Appeal to Arbitration

If the grievance is not resolved to the satisfaction of the grievant at Step III, the grievant shall have the option of proceeding to binding arbitration. The following steps shall apply:

1. Within ten (10) working days after receiving the Step III answer, the grievant or the Union must file a request for binding arbitration with the Federal Mediation and Conciliation Service (FMCS). A

copy must be served on the City Manager at the same time the request for arbitration is sent to the FMCS.

2. A copy of the written grievance and the written responses shall be attached to the request for arbitration.
3. The grievant must state the Article and Section of the agreement alleged to have been violated; the remedy requested by the grievant, and the date the grievance was submitted for arbitration.
4. The request for arbitration must be signed by the grievant. If the Union is the grievant, the Union President must sign.
5. The request for binding arbitration shall include a request that the FMCS submit a list of seven (7) arbitrators each of whom shall have a Florida address for purposes of travel expenses. The Arbitrator shall have the authority to the issuance of subpoenas-for the appearance of witnesses. Such subpoenas shall be enforceable through the processes set forth under Florida law.
6. Once the list of seven (7) arbitrators is received, the City Manager and Union shall attempt to mutually agree on one of the arbitrators on the list. If no one arbitrator can be mutually selected the City Manager and Union, beginning with the party requesting arbitration, will alternately strike panel members until only one member remains. The sole remaining member shall arbitrate the grievance.
7. The Arbitrator shall conduct the Arbitration hearing in accordance with the rules of the FMCS.
8. Arbitration hearings shall be conducted in North Port, Florida unless otherwise agreed to in writing by the City and the Union.
9. The jurisdiction and authority of the Arbitrator shall be strictly limited to his/her determination and interpretation of the terms of the Agreement. He/She shall not have the authority to add to or subtract from or to modify said terms or to establish or change any wage or rate of pay I this Agreement, or enter any award imposing fines, penalties, attorney fees or costs against the City.
10. The Arbitrator shall issue his/her decision in writing within a reasonable period of time following the receipt of transcripts or the receipt of post-hearing briefs by the parties, whichever is later. The written award of the Arbitrator shall be final and binding on

the grievant, the Union and the City, subject to either party's right of appeal as provided by Florida law.

11. The City and the Union (or grievant if the grievant is acting without the Union) shall share equally the cost of obtaining the panel, the fees and expenses of the Arbitrator, the appearance fee of the court reporter as well as the transcript copy provided to the arbitrator should one be requested. Each party shall bear its own legal expenses, witness expenses and costs associated with a copy of the transcript should they request a copy.

Section 5 Union Representation

The City recognizes the right of the Union to designate a Job Steward and Alternate Stewards.

Grievants who file grievances shall be allowed to attend (without loss of pay or benefits) all grievance meeting up to but not including arbitration at which his/her grievance is being discussed or heard if said meetings are held during the employee's regular work shift.

Nothing in this Agreement shall be deemed to deny any individual employee the right to present grievances to the City manager without representation and to have the grievance resolved, provided that such resolution is not inconsistent with the provisions of this Agreement. A copy of any such resolution made without the Union being present, will be forwarded to the Union.

Job Stewards and Alternates have no authority to take any job action.

- Section 6 Any grievance presented under this Article shall be on the approved grievance form and shall contain the name and address of the grievant, the nature of the grievance, the facts giving rise to the grievance and specific Article and Section of this Agreement allegedly violated and the remedy requested.

- Section 7 Grievance meetings shall be held at times mutually agreeable to the City and the Union and as much as practicable shall be held during scheduled work hours. The grieving employee and any other employee(s) who the City and the Union agree are necessary to the resolution of the grievance shall suffer no loss of pay of scheduled work hours lost while attending grievance meetings up to but not including arbitration.

- Section 8 The time prescribed by this Article may be extended by mutual consent by both parties.

Section 9 The failure of the City to issue a timely written answer to a Grievance shall be a denial thereof.

Section 10 Any relief granted before Step II shall not establish past practices, custom, precedent or usage as to any other circumstances or occurrences without the express written authorization of the City Manager.

Article 10
Leave

Section 1 Vacation

Vacation time will be provided on the following basis:

| Years of Service Awarded at: | Annual Vacation |
|---------------------------------|-------------------|
| The end of 6 months | 5 days (40 hrs) |
| The end of 1 year | 5 days (40 hrs) |
| Accrued Bi-weekly: | |
| Second thru fourth year | 10 days (80 hrs) |
| Fifth through ninth year | 15 days (120 hrs) |
| Tenth thru fourteenth year | 20 days (160 hrs) |
| Fifteenth thru nineteenth year | 25 days (200 hrs) |
| Twentieth year up | 30 days (240 hrs) |

Accruals shall be based on a 40 hour work week. Accrual may vary for those employees working less hours. In no event shall an employee accrue more than thirty (30) days annual vacation in any one (1) year. Vacation leave may be accumulated for a period not to exceed an amount equal to the accrued time for twenty-four months. Once accruals reach an amount equal to the accrued time for twenty four months, no further accruals shall be permitted. Upon separation, an employee may be paid up to a maximum of an amount equal to the accrued time for twelve months of accrued vacation leave.

Section 2 Sergeants, Sworn Officers, Public Safety Telecommunicators and Senior Public Safety Telecommunicators the actual day the holiday falls shall be recognized as the holiday. All full time employees working a forty (40) hour work week will receive an amount equivalent to their assigned shift hours off with pay, at their regular rate of pay, for each of holiday, For holidays falling on any full time employee's scheduled day off, the employee will receive eight (8) hours pay, at their regular rate of pay for each holiday,

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

The following will be considered a paid holiday for those bargaining unit employees who physically work the holiday:

Easter Sunday

For compensation purposes:

- (a) A police officer who works on an "approved" holiday and the same is his/her normally scheduled duty day shall be paid at a rate of 2 ½ times the employee's hourly rate of pay on the date the holiday is recognized. A police officer who is called in to work on an "approved" holiday, but same is not his/her normally scheduled duty day, shall be paid at the rate of 3 times the employee's regular hourly rate for the actual hours worked on the date the holiday is recognized; and
- (b) A Public Safety Telecommunicator who works on an "approved" holiday and the same is his/her normal assigned duty day, shall be credited with 2 ½ times the employee's hourly rate of pay on the date the holiday is recognized. A Public Safety Telecommunicator who is called in to work on an "approved" holiday, but same is not his/her normally assigned duty, shall be paid at the rate of 3 times the employee's hourly rate of pay for the actual hours worked on the date the holiday is recognized.

NOTE: If a police officer or Public Safety Telecommunicator works less than a regularly scheduled shift, pay shall be for the actual hours worked as noted in (a) or (b) and the remaining holiday hours will be paid at the employee's straight time rate

Clarifications purposes only:

If an employee goes home sick on a scheduled holiday, the remaining hours will be charged to holiday and not sick leave.

If an employee is on vacation and a holiday falls within that period, the holiday will be paid as holiday pay and not charged to vacation leave.

Section 3 Sick Leave

Regular full time employees, on time worked pay status, shall accrue eight (8) hours sick leave per month to be credited at the end of each month. Sick Leave may be granted after thirty (30) days of employment but shall not be granted in advance of accrual.

Under extraordinary circumstances it may be determined by the Chief of Police, with the approval of the City Manager, that a regular employee may be granted additional leave without pay, after all other leave types have been exhausted.

Sick leave will be granted upon approval of the Chief of Police or his/her authorized designee for the following reasons:

- Personal illness, injury, exposure to a contagious disease which would endanger others or temporary disability. A doctor's statement is required for a temporary disability indicating approximate length due to disability.
- For personal appointments with a doctor, dentist or other recognized practitioner when it is not possible to arrange such appointments during off-duty hours.
- For absence due to a compensable injury (non-malicious, non-intentional, non-training related or arising from preventable vehicular accident) arising out of the course of City employment, employee may request the Chief of Police/designee to allow him/her to remain on full pay for the period which can be covered by sick leave balance when prorated with the amount being paid by Worker's Compensation.
- Illness or injury of a member of an employee's immediate family up to a maximum of five (5) days/shifts during any calendar year when employee's presence with the family member is necessary.

Sick leave will be charged based on the number of hours used, in not less than quarter (1/4) hour minimum increments. Should a holiday occur during sick leave, the holidays shall be charged to holiday leave and not sick leave. For purposes of determining overtime payments, sick leave shall not be considered as time worked. An employee who becomes ill while on approved leave, other than sick leave, shall be allowed to use accrued sick leave credits to cover the period of illness. A physician's certificate will be required to verify illness.

Notification

To receive pay while absent on sick leave, the employee shall notify his immediate supervisor in accordance with Department General Orders. This provision may be waived by the Chief of Police/designee if the employee submits evidence that it was impossible to give such notification. The Chief of Police/designee may request a physician's certificate to verify any illness of any employee on sick leave. Any

employee absent due to a long-term injury or illness shall be required to furnish monthly medical reports or be medically evaluated by a physician selected by the City, at the City's expense.

Accrual

Employees hired after October 1, 2006, may accrue up to a maximum of 1,040 sick leave hours. Employees hired before October 1, 2006 may accrue up to maximum of 1,136 hour of sick leave but may only carry a maximum of 1,040 hours from calendar to calendar year. Employees with sick leave hours in excess of this amount shall not be subject to the 1,040 maximum "carry-over" accruals until such time as their accrual is at or below 1,136 hours. Until such time as the employee's accrual is at or below 1,136 hours, accrual by such employees is subject to the level at which it exists as of the date of October 1, 2006; with each use of conversion of sick leave lowering the maximum accrual until the employee is at or below 1,136hours. For example, an employee with an accrual of 1,800 hours as of the effective date of October 1, 2006 shall maintain those hours, but shall cease further accrual. As hours are used, sold or converted pursuant Sick Leave Buy Back/Conversion provision below, no further accruals shall occur until the employee is below 1,136 hours.

Sick Leave Buy Back/Conversion

Employees hired before October 1, 2006 accruing sick leave to a maximum 1,136 hours may sell back to the City once per year at the first payroll of December up to 96 hours of sick leave accrual, and/or may convert sick leave to annual leave at that time. In order to be eligible to sell back and/or convert such accruals, the following conditions shall be applied.

- Sick leave must have already been earned and recorded and available for use;
- The employee must have sick leave accruals in excess of 1,040 hours, but no more than 1,136 at the time of the buy back or conversion.
- The maximum amount of time that can be sold back each December is 96 hours; The buyback rate shall be the employee's regular rate, with the amount paid equaling 25% of the time sold (that is, the employee will be paid for one hour for each four hours sold back to the City);The conversion formula for conversion to annual leave shall also equal 25% of the time converted (that is, the employee will be credited with one hour of annual leave for each four hours converted to annual leave).
- Conversion shall not be permitted if it will cause the employee to exceed his or her maximum accrual of annual leave.

Employees, who on October 1, 2006 have sick leave accruals in excess of 1,136 hours may sell back to the City once per year at the first payroll of December up to 800 hours of sick leave accrual, and/or may convert sick leave to annual leave at that time. In order to be eligible to sell back and/or convert such accruals, the following conditions shall be applied.

- Sick leave must have already been earned and recorded and available for use;
- The employee must have sick leave accruals in excess of 1,040 hours at the time of the buy back or conversion.
- The maximum amount of time that can be sold back each December is 800 hours; The buyback rate shall be the employee's regular rate, with the amount paid equaling 25% of the time sold (that is, the employee will be paid for one hour for each four hours sold back to the City);The conversion formula for conversion to annual leave shall also equal 25% of the time converted (that is, the employee will be credited with one hour of annual leave for each four hours converted to annual leave).
- Conversion shall not be permitted if it will cause the employee to exceed his or her maximum accrual of annual leave.

Sick Leave Donation

Each regular employee with sick leave accrual in excess of 260 hours accruals may donate sick leave to employees in need, subject to the following conditions:

- The intended recipient must have exhausted all vacation, sick and/or compensatory time accruals;
- The amount donated may not exceed the amount needed to cover the actual absence, up to a maximum donation of 40 hours;
- The transfer must be gratuitous with no compensation to the employee donating the time;
- The request to donate must be in writing and approved by the Chief of Police prior to the end of the pay period in which the donated time is to be used.

Sick Leave Incentive

Employees accumulating sick leave in increments of 250 hours (i.e. 250, 500, 750, 1,000, etc.) will be granted eight (8) hours of leave per calendar year for each 250 hour increment accumulated, up to a maximum of thirty-two (32) hours per calendar year. Sick Leave Incentive hours will be awarded in January of each year, based on the balance of accumulated sick leave hours on December 31st of the previous calendar year. Sick Leave Incentive hours will be considered time worked for purposes of calculating overtime rates.

Sick Leave Conversion at Separation

Employees, who separate from City service, excluding those who are terminated for just cause, shall be paid for all accrued but unused sick leave up to a maximum of 25% of the 1,040 cap, or a maximum of 260 hours.

Section 4 Use of Personal Leave

Each regular employee shall be permitted to use a maximum of two (2) days/shifts of accrued sick leave per calendar year for purposes of personal leave unrelated to any sickness or medical treatment. An employee must retain a minimum balance of 80 hours of accrued sick leave to be eligible for a personal day.

Section 5 Bereavement Leave

All full time regular employees may be granted up to five (5) consecutive working shifts funeral leave upon approval of the Chief of Police/designee in the event of death of an immediate family member. The day of the funeral must be within the funeral leave period and any additional paid funeral leave days must fall immediately before and/or after the funeral date.

“Immediate family” shall be defined as current legal spouse, children, biological parent, biological grandmother, biological grandfather, biological brother or sister, current father-in-law, current mother-in-law, step and adoptive parents/children and legal guardian.

Funeral leave will be paid only with respect to scheduled work days and will not apply to scheduled days off, holidays, sick leave, annual leave or any other day on which the employee would not have worked. For purposes of calculating overtime, funeral leave shall not be counted as timed worked.

The employee shall be required to provide the Chief of Police/designee with proof of death of the immediate family member before compensation is approved. Annual leave or leave without pay may be granted at the discretion of the Chief of Police, should an employee wish to attend the funeral of someone outside his/her immediate family.

Section 6 Job-Related Injury Leave

Employees who are disabled in the line of duty shall receive pay for the period of the disability subject to the following conditions:

The disability resulted from an injury or an illness arising out of, and in the course of performing duties with the City, as provided in accordance with the Worker's Compensation Law, Chapter 440, Florida Statutes.

The employee shall be carried in full pay status for the period following the day of the injury until released to work without being required to use accrued leave credits.

If incapacitated for their regular position, the employee may be given other duties which they are capable of performing, as outlined by the attending physician, for the period of recuperation. Unwillingness to accept such an assignment as directed by the City will make the employee ineligible for disability leave, as outlined in Chapter 440 of the Florida Statutes and subject to discipline up to and including termination.

A physician selected by the City and/or its insurance carrier may be used to determine the physical ability of the employee to continue on disability leave or to return to work. After employees are released to return to work, they shall receive no further benefits under this article nor shall they be entitled to elect to take sick leave in lieu of returning to work.

During the period of disability, the City may request a physician's review of the case.

Section 7 Eligibility for Leave Accrual

Each regular full time bargaining unit employee will earn Annual Leave (vacation) and Sick Leave on the following basis:

- (a) Employees who are on active pay status shall be eligible for monthly accruals.
- (b) Employees who are on total medical disability leave are not eligible for monthly accruals.

- (c) Employees who are on temporary total Worker's Compensation shall be eligible for monthly accruals for 120 calendar days. After the 120 day period, contained accruals will be subject to review and determination by the City Manager.

Section 8 Vacation Leave Requests

Any member requesting up to five (5) consecutive days off can be approved by his/her immediate supervisor. Any request for six (6) or more consecutive days off will need at least two (2) weeks advance notice. Any Vacation Leave request denied for reasons other than minimum staffing will be explained in writing by the supervisor.

Once a request has been approved it cannot be denied except where an emergency exists.

All leave requests must be approved or disapproved within five (5) business days of receipt, and if not disapproved the leave will be considered approved unless it takes the division below minimum staffing.

Section 9 Deferred Retirement Option Program (DROP) Pay-Out Policy

Employees who elect to participate in the North Port Police Officer's Pension Fund Deferred Retirement Option Program (DROP) shall have the option to:

- A. be paid up to a maximum amount equal to the accrued time for twelve (12) months of accrued vacation leave on the effective date of participation in the program. Vacation time in excess of twelve (12) months shall be forfeited; and
- B. be paid for accrued but unused sick leave up to a maximum of 25% of the 1,040 cap, or a maximum of 260 hours; and
- C. be paid 100% of all banked Holiday/Comp time, at their current hourly rate, up to the maximum accrual for each six month period, not to exceed 225 hours.

Participation in DROP Pay-Out requires payout strictly in accordance with above guidelines.

Employees opting to receive DROP pay-out shall continue to accrue vacation, sick leave and bank holiday/comp time at their current rate and in accordance with the terms of this agreement, until separation. Upon

separation, an employee will be paid accrued vacation, sick leave and banked holiday/comp time in accordance with the terms of this agreement.

Article 11
Miscellaneous

Section 1 Detective/Clothing Allowance

All bargaining unit employees assigned to the position of Detective shall receive a one-time allowance of \$600.00 minus federal withholding.

Effective October 1, 2010, all bargaining unit employees assigned to the position of Detective and having completed one year in the Bureau shall receive an annual payment of \$275.00 minus federal withholding on the first payroll in December to provide for new clothing and attire.

Bargaining unit members re-assigned to the position of Detective after a five (5) year absence from the position of Detective shall be eligible for the one time allowance of \$600 minus federal withholding. Bargaining unit members re-assigned to the position of Detective will be eligible for the annual payment of \$275.00 minus federal withholding on the first payroll in December to provide for new clothing and attire upon completion of one year as a Detective from the date of re-assignment.

Section 2 On-Duty Firearms

The City will provide each officer, at no cost to the officer, an on-duty firearm. The make and caliber of the firearm shall be as directed by the Chief of Police.

Section 3 Leather

The City will provide each police officer, at no cost to the officer, all leather required as directed by the Chief of Police.

Section 4 Shoe Allowance

The Chief of Police shall provide an annual shoe allowance on an "as needed basis" not to exceed \$90.00 for the authorized purchase of designated shoes, as authorized by the Chief of Police or his designee. This amount shall be paid as part of the first payroll period in December to each officer. In addition to the shoe allowance provided in this section, the City shall provide each member of the SRT/SWAT team an additional allowance of \$90.00 for the purchase of boots per year.

Section 5 Cleaning allowance

All bargaining unit employees employed prior to December 1st shall receive an annual payment of \$375.00 minus federal withholding on the first payroll in December to reimbursement of the cleaning, maintenance, and repairs of attire provided the bargaining unit employee is employed as of the payment date.

The City agrees to provide uniform replacement on an "as needed basis" as authorized by the Chief of Police or his designee.

Article 12
Insurance

- Section 1 During the term of this Agreement, employees will be provided group health (medical, dental, vision), life, and disability insurance plans (inclusive of dependent coverages) at service levels and premium rates applicable to all City employees, as approved annually (benefit year) by City Commission.
- Section 2 If an employee is on unpaid personal leave for 25% or more of scheduled work days in a calendar month, the employee shall be responsible for payment of the full medical, dental, and/or vision premium for that month. Payment shall be made by deduction from the next pay check due the employee.
- Section 3 The City will provide officers with a death benefit equal to one times their annual salary up to a maximum of seventy-five thousand (\$75,000) dollars.

Article 13

Promotion in Rank within the Bargaining Unit

Section 1 Whenever a budgeted promotional vacancy exists in the rank of Sergeant which the City has decided in its sole discretion to fill, the City shall initiate the promotional evaluations process listed below, which shall be performed in the order given, with each eligible candidate being required to pass the first step before moving on to the next:

- A Written Test.....50%
(passing test score shall be 75%)
- B. Job Performance.....25%
(based on criteria established and posted by the Chief)
- C. Oral Interview.....25%
- TOTAL.....100%

Section 2 The City shall thirty (30) days prior to the date of the promotional evaluation in the rank of Sergeant, give notice of promotional exams, list the sources of study materials, and publish a list of eligible officers for the exam. The City shall have the sole responsibility for the preparation and contents of the written examination and the composition of the oral interview board required under Section 1 of this Article.

An eligibility list shall be established based on the overall scoring of the promotional evaluation process. The results of the promotional evaluation process shall be valid for twelve (12) months.

Section 3 An officer must have been an employee of the North Port Police Department for two (2) years in order to be eligible for promotion.

For the classification of Sergeant, the officer must have four (4) years law enforcement experience to be eligible. Law enforcement experience shall be defined as experience recognized by Florida's Criminal Justice Standards and Training as equivalent experience. If an otherwise qualified officer is sent to the full police academy rather than equivalency training, his/her previous experience shall still be considered for purposes of the promotional process.

Section 4 Any officer who is promoted to the rank of Sergeant will be subject to a probationary period in that rank, for a period not to exceed six (6) calendar months before being confirmed as promoted to that rank. A return of the employee to his or her former rank during the promotional probationary

period shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Article 14
Safety and Health

- Section 1 The City will make every reasonable effort to provide and maintain safe working conditions. To this end, the P.B.A. will cooperate and encourage the employees to work in a safe manner. Also the City will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the P.B.A. Within thirty (30) days of receipt, departmental management shall give a written reply to the employee/P.B.A. regarding the disposition of their recommendation.
- Section 2 Patrol cars will be inspected and maintained regularly by a qualified mechanic. Prior to each shift, the police officer in charge of the vehicle will inspect it for safety hazards. If such hazards are found, the vehicle will be further inspected by the shift supervisor Lieutenant and upon his or her authority, the vehicle will be immediately removed from service.
- Section 3 The City and the PBA agrees that at no time will there be less than six (6) sworn police officers, one (1) supervisor and two (2) Telecommunications Operators on duty. For the purpose of this contract, the supervisors encompass any sworn law enforcement position of Sergeant or above.
- Section 4 In addition to a physical and drug testing at the time of application, the City shall furnish a complete physical examination to bargaining unit employees annually.
- Such complete "fit for duty" physical examination in accordance with Section 943.13 (6), Florida Statutes shall be conducted by a medical facility under contract with the City however the employee's detailed specific medical information from that examination (other than drug screening information) will remain confidential and shall not be shared with the City. The medical facility contracted by the City shall ONLY provide the City with a certification that the employee is fit for duty or not fit for duty.
- Section 5 In the event that it is determined that a bargaining unit employee requires an inoculation or immunization as the result of exposure to a disease or illness in the line of duty, then the same inoculation or immunization will be made available to the members of the bargaining unit employee's household at no cost to the employee.
- Section 6 Drug Testing
- The City of North Port ("City") and the Southwest Florida Police Benevolent Association, Inc., ("P.B.A.") recognize that the abuse of drugs

and alcohol is a matter of great concern to the law enforcement community, as well as the community at large. In order to maintain the confidence of the citizens in the integrity of their law enforcement personnel, the parties recognize that it is appropriate to establish and implement a substance abuse testing program with the following minimum standards:

- (A) The City is required to conduct the following types of drug tests:
 - (i) Job applicant drug testing - An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
 - (ii) Reasonable-suspicion drug testing - An employer must require an employee to submit to reasonable-suspicion drug testing.

"Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (a) 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.
 - (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (c) A report of drug use, provided by a reliable and credible source.
 - (d) Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
 - (e) Information that an employee has caused, contributed to, or been involved in an accident while at work.
 - (f) 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.
- (iii) Routine fitness-for-duty drug testing. - An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
 - (iv) Follow-up drug testing. -- If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the

employer must require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

- (B) The City and the Union agree random testing will be performed in conjunction with this Article.
 - (i) Random selections of employees will be made through the City contracted third party service provider and provided to the City's Human Resources Division.
 - (ii) An employee selected for random testing shall be tested on the day his/her name is selected if on duty. If off-duty, the employee shall be tested on his/her next regular day of work.
 - (iii) The total number of random drug tests given per year will not exceed one hundred percent (100%) of the total number of bargaining unit employees. No more than 10% of those selected for drug testing will be tested for alcohol.
 - (iv) As a matter of public safety all department employees who are members of the bargaining unit, and/or are sworn law enforcement officers, and/or are employees that may be in a position to directly command sworn officers during an emergency situation shall be included in the pool of employees subject to random drug and alcohol testing in accordance with this Article.

- (C) All testing shall be done in accordance with the City's Drug Free Workplace Program established pursuant to Chapter 440, Florida Statutes and in effect on the date of the ratification of this agreement or as Chapter 440, Florida Statutes may be amended following the date of the ratification of this agreement.

- (D) Failure to submit to a drug and or alcohol test may result in disciplinary action up to and including termination. Drug testing will not be subject to the grievance policy set forth in the agreement.

In the event the program is modified during the term of this Agreement, the Union shall be provided with a copy of any changes. Upon request, the City shall meet with the Union to discuss any concerns they may have over the changes.

Section 7 Vaccinations

The following vaccines will be available to all members as recommended by the Health and Human Services Center for Disease Control and Prevention's Adult Immunization Schedule.

Hepatitis
Tetanus/Diphtheria
Influenza
Pneumococcal

Article 15
Employee/Management Committee

- Section 1 There shall be an Employee/Management Committee, consisting of the following Employee/Management representatives:
- (a) Two representatives, as appointed by the Union President; and
 - (b) Two representatives not of the collective bargaining unit, as appointed by the City Manager.
- Section 2 Meetings of this Committee shall be held not more than once each two months and shall be scheduled at the request of either party upon ten (10) days' notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those questions/issues to be presented for discussion. The time, place and duration of discussion shall be determined by mutual agreement of the PBA and the City.
- Section 3 The sole function of the Employee/Management Committee shall be to discuss general matters pertaining to Employee Relations. The Committee shall not engage in collective bargaining or the resolution of grievances.
- Section 4 Committee members of the Bargaining Unit shall not be paid by the City to participate in Employee/Management meetings, unless such meetings are during the employee's regular work period.

Article 16

Pension

Section 1 The following changes will be made to the Police Officers' Pension Plan effective upon ratification of this Agreement and adoption of an ordinance implementing the changes. The effective date of the ordinance implementing the pension changes shall be the "effective date."

Section 2 (a) The parties agree that the City will join the Florida Retirement System (FRS) for police officers on October 1, 2015, or as soon thereafter as administratively practical. In recognition of this agreement, the parties agree that the initial ballot issued by the Division of Retirement to allow the City to join FRS will be completed by employees in favor of the City joining FRS. In the event that the initial referendum to join FRS is not in favor of the City joining FRS as set forth herein, this Agreement shall be null and void. In a subsequent ballot, all current employees will be able to individually elect to continue participating in the City Police Officers' Pension Plan (City Plan), and continue to earn benefits under the City Plan in accordance with Section 3 below, or join FRS. The employees who elect to join FRS will be vested in their accrued pension benefit based on each employee's credited service and average final compensation under the City Plan on the day before the date the City joins FRS, and the employee's pension benefit will be frozen at that time. For the employees who elect to join FRS, the employee's frozen pension benefit will be payable at the current early or normal retirement date and separation from City employment (early retirement will be subject to the same conditions and benefit reductions as provided in the current City Plan). Alternatively, employees who elect to join FRS may obtain a refund of their employee contributions or accrued benefit under the City Plan. All police officers hired on or after the date the City joins FRS will become members of FRS. Eligibility for participation in FRS, as well as FRS benefits and contributions, will be determined in accordance with Chapter 121, Florida Statutes, as that statute now exists and as it may be amended in the future.

(b) Police officers who are employed on the effective date and elect to join FRS without receiving a refund of their employee contributions or accrued benefit from the City Plan shall, upon reaching the normal retirement date and separating from City employment, be eligible for a retirement benefit in two parts: (1) their frozen accrued benefit under the City pension plan, based on average final compensation, credited service and plan provisions in effect on the day before the City joins FRS, payable as a monthly pension; and (2) their benefit

under FRS based on their credited service as a member of FRS after the effective date and the plan provisions of FRS.

- Section 3 The plan benefits under the City Plan for credited service on and after the effective date shall be the same as the Plan provisions in effect prior to the effective date.
- Section 4 The pension changes in section 3 above will not apply to any employee who has reached age 55 with 10 or more years of service, or 25 years of service regardless of age, on the effective date and continues to participate in the City Plan. Such employees will continue to earn benefits under the current provisions of the City Plan.
- Section 5 The parties agree that all Chapter 185 premium tax revenues received on or after the effective date up to \$280,000 per year shall be used to reduce the City's pension contribution, and premium tax revenues in excess of \$280,000 per year shall be allocated to the share plan. A share plan shall be established for police officers similar to the existing share plan for firefighters. The parties agree that the excess state monies reserve (\$428,135 as of October 1, 2014) on the effective date shall be used to reduce the City pension contribution for the 2015-2016 plan year. For any member who is employed on the effective date and elects to join FRS, the member's share account will receive an initial allocation equal to the member's share of the premium tax revenues in excess of \$280,000 received in 2015, but will not receive future allocations of premium tax revenues. All member share accounts will receive investment earnings as provided in the share plan. It is understood that there are two bargaining units (Lieutenants and Rank and File) that represent the employees in the City Plan. This section shall serve as the mutual consent of the bargaining unit representative as to the use of the premium tax revenues in accordance with section 185.35(g), of the Florida Statutes.
- Section 6 City will support the addition of items 1, 3, & 4 as delineated in the letter from Scott Christiansen to Jonathan Lewis dated June 23, 2017. Plan benefit changes for item "3" Drop Program will only be prospective from the date after ratification of the contract.

Article 17
P.B.A. Business

- Section 1 P.B.A. officials (Police Officer's Representative and Public Safety Telecommunication Operator's Representative) who are employees of the City and recognized by the employer may be granted, time off work utilizing PBA time pool hours with pay for the conducting of business in connection with the Southwest Florida Police Benevolent Association, Inc. Requests for time off for the P.B.A. business will be as follows.
- (a) A written request for the use of P.B.A. pool time is submitted through the chain-of-command to the Chief of Police at least fourteen (14) days in advance, if possible, of the time off.
 - (b) Sufficient manpower is available on his regular shift to properly man the Department during the absence of the P.B.A. officials as determined by the Chief of Police.
 - (c) Approval of the Chief of Police in advance of the use of pool time. The Chief of Police shall, prior to approval, take into account manpower problems, possible emergency situations, possible overtime obligations and pool time use conflicts with vacation time scheduled.
- Section 2 The Department retains the right to restrict time off for P.B.A. business when an emergency condition exists and such time off from work assignment would create a danger to public safety.
- Section 3 Employees covered by the Agreement may donate a minimum of four (4) hours of their annual leave (vacation) but cannot donate sick leave time toward a P.B.A. business pool time account. Donations to the P.B.A., business pool time account can be processed anytime during the term of this Agreement.
- Section 4 Charges against the P.B.A. business pool time, as provided in this Article, shall only be made when approved by the President or his designees.
- Section 5 For the purpose of this Article, vacation time schedules have priority over request for the use of the P.B.A. business Pool time.
- Section 6 Union officials utilizing authorized pool time shall not be on duty and shall not be eligible, during benefits in case of injury.
- Section 7 Employees who are members of the negotiating team for the P.B.A. shall use pool time in accordance with the provisions of this Article.

Section 8 Unused time in the P.B.A. pool time account will be carried into the next fiscal year.

Section 9 Pool time credited in hours to the P.B.A. business pool time account shall be utilized for P.B.A. business on an hour-to-hour basis until the hours in this account have been exhausted.

Article 18
Seniority

Section 1 City Seniority

City Seniority is defined as the length of continuous service to the City after initial date of hire. Continuous service shall be broken by any type of separation from employment with the City.

Section 2 Rank Seniority

Rank Seniority is defined as the length of cumulative service in a specific rank within the bargaining unit.

Section 3 Reduction of Force

- (a) In the event of a layoff of Police Officer(s) or Public Safety Telecommunicators for any reason, employees shall be laid off in the inverse order of City Seniority in the affected rank.
- (b) In the event of a layoff of Sergeant(s) or Sr. Public Safety Telecommunicators for any reason, employees shall be laid off in the inverse order of Rank Seniority in the affected rank. Employees who are laid off who advanced to their present rank from a lower rank shall be offered a position in a lower rank for which the employee is qualified. If there is no authorized vacancy in a lower rank, Rank Seniority shall determine which employee in the lower rank will be laid off.
- (c) Employees who bump into another position shall have no change in annual review date and shall not serve a probationary period. The employee's rate of pay shall remain the same unless the employee is currently being paid above the maximum. In that event, the employee's rate of pay will be adjusted down accordingly. Employees who do not accept a lower rank assignment shall be terminated.

Section 4 Recall

In the event of a recall within twelve months of the layoff, employees will be reinstated according to Rank Seniority in the rank from which the employee was laid off. The employee's City Seniority will remain in tact as if the employee had worked during the layoff period. Employees who do not accept reinstatement shall relinquish all seniority status and any rights for future reinstatement.

Article 19
Severability

- 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 State or Federal Legislation or Regulation, 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 that are not affected by the invalid, unlawful or unenforceable Article(s) or Section (s).
- Section 2 In the event of such invalidation the parties will meet at the earliest opportunity to negotiate a replacement.
- Section 3 It is mutually understood and agreed that this Agreement has been negotiated under, and takes into account, the Fair Labor Standards Act of the United States, as amended, together with all current regulations adopted there under and interpretations thereof promulgated by the Federal Courts. In the event that there are any amendments, alterations or changes to the Fair Labor Standards Act, by either legislative enactment, Federal regulations and interpretations thereof, or Federal court rulings and interpretations thereof, which would alter, change, affect or impact on this Agreement or any Article or Section thereof, same shall immediately result in, or cause the provisions of said Article(s) or Section (s) hereof to be modified, amended, revised or deleted, so as to bring said provisions of said Articles(s) or Section(s) in compliance with the provisions of the Fair Labor Standards Act, including all regulations, interpretations, or Federal court determinations or decisions thereof. Any portion of this Agreement that must be amended according to the Fair Labor Standards Act shall be renegotiated by both parties.

Article 20
Duration of Agreement

Section 1 Effective Dates

Upon ratification, the existing agreement will cease and be replaced by this agreement with an effective date of October 1, 2017 and remain in effect until September 30, 2020, or until a successor agreement is ratified.

Section 2 Successor Agreement

After May 1, 2020, the Union may request to commence negotiations for a complete Successor Agreement.

Article 21
Total Agreement

- Section 1 This Agreement constitutes the entire Agreement between the parties and no other written or verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- Section 2 The parties further 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 areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement.
- Section 3 Therefore, the City and the PBA, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement; provided, that the PBA does not waive its right to impact bargaining in accordance with the law. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

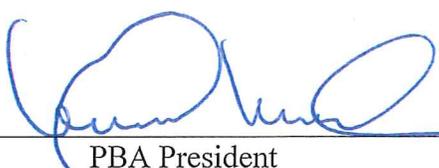
IN WITNESS WHEREOF, these parties hereto have set their hands this 8th day of May, 2018.

FOR THE UNION

CITY OF NORTH PORT, FLORIDA

By: 
PBA Representative

By: 
Mayor


PBA President


City Manager


City Chief Negotiator

ATTEST:

Approved as to form and correctness:


City Clerk


City Attorney

Appendix A
Pay Plan

| Proposed Grade | Proposed Minimum | Proposed Midpoint | Proposed Maximum |
|--|------------------|-------------------|------------------|
| Officer | \$47,154.34 | \$58,942.93 | \$70,731.51 |
| Sergeant | \$70,253.96 | \$79,035.70 | \$87,817.45 |
| Public Safety Telecommunicators | \$37,827.88 | \$47,284.84 | \$56,741.81 |
| Senior Public Safety Telecommunicators | \$55,888.98 | \$67,066.78 | \$78,244.57 |

