

***City of Zephyrhills Police  
Department and West Central  
Florida Police Benevolent  
Association***

---

***Collective Bargaining Agreement***

***For Police Officers, Detectives***

***and***

***School Resource Officers***

***2009 - 2012***

<u>Article</u>		<u>Description</u>	<u>Page Number</u>
Article	1	Preamble	3
Article	2	Recognition	4
Article	3	Management Rights	5
Article	4	Prohibition of Strikes	8
Article	5	Non-Discrimination	9
Article	6	Rules and Regulations	10
Article	7	Labor Management Committee	11
Article	8	Dues Deductions	13
Article	9	Bulletin Boards	15
Article	10	PBA Business	16
Article	11	Leave Bank	17
Article	12	Grievance and Arbitration Procedures	18
Article	13	Seniority-Layoff and Recall	24
Article	14	Formal Investigations	26
Article	15	Discipline	28
Article	16	Hours of work and Overtime	30
Article	17	Shift Bid Process/Seniority	31
Article	18	Extra Duty Assignment	33
Article	19	Court/Call Back	35
Article	20	Probationary Periods/Evaluations	36
Article	21	Substance Abuse Testing	37
Article	22	Worker's Compensation	43
Article	23	Insurance	45
Article	24	Vacation Leave	46
Article	25	Sick Leave	49
Article	26	Bereavement Leave	53
Article	27	Military leave	54
Article	28	Holiday Schedule and Holiday Pay	55
Article	29	Wages	56
Article	30	Special Payments	57
Article	31	Temporary Acting Appointments	58
Article	32	Additional Benefits	59
Article	33	Amendments	60
Article	34	Entire Agreement	61
Article	35	Duration and Termination	62

## ARTICLE 1

### PREAMBLE

#### SECTION I

This agreement is entered into by the City of Zephyrhills, Florida, hereinafter referred to as the "City" and the West Central Florida Police Benevolent Association, hereinafter referred to as the "PBA". The purpose of this written Agreement is to promote harmonious relations between the City and the PBA; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

#### SECTION II

When this Agreement does not speak to a subject, the City's Personnel Rules and Regulations shall apply. In the event the Agreement or the Personnel Rules and Regulations do not apply, then the written Police Department Policies and Procedures shall apply.

**ARTICLE 2**  
**RECOGNITION:**  
**POLICE OFFICERS, DETECTIVES AND SROs**

**SECTION I**

For the purpose set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the PBA as the sole and exclusive collective bargaining agent as certified January 23, 2006 by the Florida Public Employees Relations Commission (PERC) of full time Sworn Law Enforcement Police Officers, Detectives and SROs within the bargaining unit. (Certification number 1572)

**SECTION II**

The Union is recognized as the sole and exclusive bargaining representative of: All sworn Police Officers of the City of Zephyrhills Police Department in the certified bargaining unit; excluding all other employees of the City of Zephyrhills

**SECTION III**

The Employer may, in its discretion, enter into collateral agreements with individuals regarding performance of duties outside the Police Department, and in entering into such agreements; the Employer shall not be obligated to negotiate with the Union regarding wages, hours, or other conditions of employment applicable to such other or additional duties.

**SECTION IV**

The Union recognizes the city manager and his or her designees as the representatives of the City in all matters regarding negotiations and administration of this Agreement and the wages, hours and working conditions of bargaining unit employees except as provided in Article 11. Neither Union representatives nor

employees shall deal with members of the City Council with respect to these matters.

### **ARTICLE 3 MANAGEMENT'S RIGHTS**

#### **SECTION I**

Except as expressly limited by any provision of this Agreement or by Law, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including but not limited to: its right to alter or vary past practices; the right to alter existing working conditions, and otherwise to take such measures as the City may determine to be necessary to the orderly and effective operation of its various operations, functions, and services. Such rights may be exercised without prior notice to or consultation with the PBA except as otherwise expressly limited in this Agreement.

#### **SECTION II**

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, except as otherwise expressly limited in this Agreement or by Law:

- A. To determine the purpose, function, and missions of the Police Department and its constituent units.
- B. To manage the Department and control its organization and operations.
- C. To perform any duties and exercise any 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, programs, standards, rules, regulations, and general orders as are deemed by the City to be

necessary for the operation and/or improvement of the Department, and to select, manage and direct personnel.

- E. To set the methods, means of operations and standards of public safety and service to be offered by the Department, including the extent of its operations and services, and to contract operations or services or portions thereof to the extent deemed practical and feasible by the City to other governmental entities or departments of the City.
- F. To decide the number, location, design type, model, maintenance assignment, and utilization of the Department's facilities, supplies, vehicles, personal or departmental equipment, and weapons. To relocate, remodel or otherwise revise or modify operations, services, facilities, supplies, equipment, and vehicles as may be deemed necessary for the efficient operation of the Police Department.
- G. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, evaluate, layoff, assign, schedule, retain, terminate, transfer, promote, direct, and manage all employees of the Department.
- H. To select supervisory and managerial personnel on the basis of management's determination of individual ability based on competitive examination, performance evaluation, seniority, special skills, classification, or other job related elements.
- I. To discharge, demote, or suspend any employee of the Police Department, and to take other disciplinary action against such employee, or to relieve such employee from duty.
- J. To increase, reduce, change, modify or alter size, workload, job content, composition of the work force and establish, change or modify employee duties, tasks, responsibilities or requirements, and grant performance

increases.

- K. To establish, change or modify the number, types and grades of positions assigned within the Department.
- L. To make, rescind, issue, publish, modify and enforce policies, procedures, rules, regulations and general orders.
- M. To determine the physical, mental and psychological fitness of employees through the use of medical, psychological or other scientific examinations.

### SECTION III

If the City determines that civil emergency conditions exist; i.e. riots, civil disorder, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City may suspend the provisions of this Agreement. The wage rates, insurance, discipline and discharge grievance arbitration, and pension benefit provisions will not be suspended. Once the emergency has ended, suspended conditions will be in effect.

### SECTION IV

It is expressly understood by, and between the parties of 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 in a particular matter or manner.

### SECTION V

It is expressly understood that the exercise of these rights shall not prevent a non probationary employee from filing a grievance if such action by the City violates a specific term of this collective bargaining agreement.

### SECTION VI

The parties are cognizant that the provisions of Florida Statutes Chapter 447, Part II as they apply to Law Enforcement Officers and agree that those provisions, as now stated or as amended during the term of this Agreement, will be observed in the circumstances to which they are applicable.

## ARTICLE 4 PROHIBITION OF STRIKES

### SECTION I

The PBA (officers, representatives, agents, members, employees covered by this Agreement shall not engage in, instigate or support:

- A. Strike.
- B. Concerted failure to report for duty.
- C. Concerted stoppage of work.
- D. Concerted submission of resignations.

### SECTION II

No employee or group of employees, in the furtherance of strike or work stoppage, shall participate in:

- A. Deliberate and concerted course of conduct which adversely affects the services of the City.
- B. Concerted failure to report for work after the expiration of the Collective Bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or hand billing of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other Law.

**ARTICLE 5**  
**NON-DISCRIMINATION**

**SECTION I**

The City and the PBA specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, martial status, sexual preference, membership or non-membership in labor organization, age or disability, as provided by law; except that the PBA shall not be required to process grievances or provide services for employees who are not members of the organization.

**ARTICLE 6**  
**RULES AND REGULATIONS**

The PBA agrees that its members shall comply with all written Police Department rules and regulations (Written Directive System) and City of Zephyrhills Personnel Policies and Procedure Manual, including, but not limited to, those relating to conduct and work performance. The PBA agrees to bargaining unit member compliance to the above policies and procedures from the effective date of this Agreement. The City agrees not to seek indemnification from the PBA from any civil actions arising from the failure to follow the above-mentioned policies by a member.

Representatives of the PBA will be allowed to have input into any changes in any future rules prior to implementation of any such rule or change. The PBA recognizes the right and responsibility of the City to review and improve or change any policy or procedure for the betterment of the Police Department. Furthermore, the PBA also recognizes the potential need for the City to add or delete policies and procedures as the need arises. The City agrees (except when the city manager determines it is operationally necessary in which case the PBA will be immediately notified) to notify the PBA in writing at least twenty-one (21) calendar days prior to any policy modification affecting the Written Directive System of the Zephyrhills Police Department or the City of Zephyrhills Personnel Policies and Procedures Manual for the purpose of discussing such modifications. The Department and the City retains the right to make the final decision of promulgation and implementation of any rules or regulations not inconsistent with this Agreement.

It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions. Except where expressly modified by any provision of this Agreement, the Written Directive System (SOP) of the Zephyrhills Police Department and the City of Zephyrhills Personnel Policies and Procedures Manual (PPM) shall apply to bargaining unit employees provided if in conflict with this agreement, this agreement shall prevail. Any of the Police Department or City rules in conflict with this Agreement shall be of no force and effect.

Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the PBA as provided in the grievance and arbitration provisions of this Agreement.

**ARTICLE 7**  
**LABOR MANAGEMENT COMMITTEE**

**SECTION I**

**Committee Members**

- A. The PBA and the city shall maintain a joint labor management committee consisting of no more than four (4) members: no more than two (2) of whom will be appointed by the Chief of Police: and no more than two (2) of whom will be appointed by the PBA. The two (2) members appointed by the PBA shall consist of two (2) officers below the rank of Sergeant.
- B. The position of chairperson shall rotate between the City and the PBA on a semi-annual basis.
- C. There shall be an ad hoc member from the Employee Relations Department serving on the Committee.

**SECTION II**

**Committee Purpose**

- A. The purpose of the committee shall be to discuss matters affecting the health, safety and working environment of bargaining unit members, the quality of police service to the community, and any other problems of a general nature.
- B. The committee may adopt such rules of order, as it deems necessary including the preparation of Agendas and meeting minutes.
- C. The committee may make recommendation(s) to the Chief of Police concerning any issue(s) addressed by the committee.
- D. It is recognized by the parties that the labor management committee is not a forum for collective bargaining, or for resolving specific grievances.

### SECTION III

#### Meetings

- A. The committee shall meet at least quarterly, and more often, if both the City and PBA agree. Meetings shall not last more than one hour unless both parties voluntarily agree otherwise.
- B. The quarterly meeting shall be held upon ten (10) calendar days notice by the Chairperson. If no notice is given, the quarterly meeting requirement shall be deemed waived for that quarter.
- C. All other meetings shall be scheduled by mutual agreement of the parties.
- D. Insofar as possible meetings shall be scheduled during normal business hours at a mutual agreeable time. Bargaining unit employees appointed as provided by in Section I above will not lose pay as a result of attendance at the quarterly meeting. However when possible, meetings shall be scheduled outside the working hours of a participating unit member. If a bargaining unit member is off duty and is required to attend a quarterly meeting, the bargaining unit member shall not be compensated for such time.

### SECTION IV

#### Decisions

Neither the City nor the Department shall be required to take any action as a result of any Recommendation by the Committee.

**ARTICLE 8  
DUES DEDUCTIONS**

**SECTION I**

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA membership dues and standard bargaining unit-wide assessments. No authorization shall be allowed for payment of PBA initiation fees, special assessments, fines or penalties.

**SECTION II**

The PBA will initially notify the City as to the amount of dues. Such notification will be presented to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change.

**SECTION III**

The City will strive for accuracy in providing dues deduction service, both the City and the PBA agree that the claim for and the payment of dues is a matter to be settled between the PBA and its members. Any liability for dues deducted by the City and paid over to the PBA will be borne by the PBA. The PBA will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City as a result of payroll deduction of PBA dues.

**SECTION IV**

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty (30) days written notice to the City and the PBA.

**SECTION V**

The employee's wages must be sufficient after other legal and required deductions are made to cover amount of appropriate dues, otherwise no deduction shall be made.

#### SECTION VI

An authorized officer of the PBA will furnish the City and the employee with forms for such individual authorizations and revocations.

#### SECTION VII

The City may deduct a reasonable administrative fee for collecting and mailing monthly dues for members of the bargaining unit.

**ARTICLE 9**  
**BULLETIN BOARDS**

**SECTION I**

The PBA shall be entitled to one (1) bulletin board, at its own expense, located in the officer's squad room. The board is not to exceed two (2) feet by two (2) feet, and is exclusively for PBA business.

**SECTION II**

Copies of all materials that are posted shall be submitted to the Chief or designee prior to posting. A duly recognized officer of the PBA shall sign and post all such notices.

**SECTION III**

The bulletin board shall be used for posting PBA notices as follows:

- A. Notice of PBA elections and results of such elections
- B. Notice of PBA appointments and other official PBA business
- C. Notices of PBA meetings

**SECTION IV**

Under no circumstances shall the PBA post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organizations, or which constitutes election campaign material for or against any person, organization, or fraction thereof. The bulletin board will be kept in a clean and orderly appearance and any material not considered to be of a permanent nature will be purged every thirty (30) days.

## SECTION V

Any notices found on the PBA bulletin board that are in violation of any sections of this Article, shall be promptly removed by the Chief of Police or designee.

**ARTICLE 10**  
**PBA BUSINESS**

**SECTION I**

The PBA representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargaining agreement without permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the permission of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The PBA representative shall be granted PBA leave bank, vacation leave, comp time or leave without pay during the representative's regularly scheduled shift.

**SECTION II**

The PBA representative will give the Chief of Police or designee, at least twenty-four (24) hours of advance notice of requested leave for matters relating to grievance administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make a reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off duty time.

**SECTION III**

The Chief of Police or designee must approve, in advance, access to the City of Zephyrhills Police Department for PBA representatives who are not City employees.

The Chief of Police or designee should be available at reasonable times to meet with PBA representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

**ARTICLE 11**  
**WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION**  
**LEAVE BANK**

**SECTION I**

All bargaining unit dues paying members shall contribute a minimum of three (3) earned vacation leave hours to the West Central Florida Police Benevolent Association leave bank effective October 1 of each year. Each employee shall authorize by signing and submitting a vacation leave request form.

**SECTION II**

The PBA will establish a leave account for the purpose of enabling PBA members to attend education and PBA conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the PBA leave account. All requests must be submitted in writing and approved by the Chief of Police or designee.

**SECTION III**

An employee representative shall not be allowed to utilize leave from the bank in excess of the time available in the leave bank at the time of withdrawal. The City shall not be liable for any PBA leave used in excess of the balance in the bank.

**ARTICLE 12**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

**SECTION I**

In a mutual effort to provide harmonious working relations between the parties of this Agreement, the parties agree that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

With prior approval of the Chief of Police or designee, a PBA representative will be allowed PBA leave bank or leave without pay for investigating, presenting and appealing grievances. The performance of this function by a PBA representative shall in no way interrupt or interfere with the normal functioning of the Department.

The PBA shall designate two (2) representatives. An employee will not be recognized as a PBA representative until the PBA has notified the City in writing of his/her identify. It is the responsibility of the PBA to keep the City informed by written notice as to any changes made regarding such individuals.

For the purpose of the Article, a business day is defined as Monday through Friday excluding holidays.

**SECTION II**

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement during the term of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration. This paragraph shall be construed to exclude all other matters not meeting the definition of a grievance set forth herein.

### SECTION III

Every effort will be made by the employees, PBA and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by a PBA representative or designee (e.g. Lawyer) at his/her discretion at each step of the grievance procedure.

### SECTION IV

The PBA may submit a grievance under this Article as a general or class action grievance. Any class action grievance shall be initially submitted to the Chief of Police or designee at (Step II).

#### **Step 1**

The aggrieved employee may, with or without PBA representation, submit a written grievance to his/her immediate supervisor within ten (10 ) business days of occurrence of the matter giving rise to the grievance. In the event the aggrieved employee is unable to submit a written grievance within said ten (10) business days, the aggrieved or his/her representative may request an extension in writing prior to said ten(10) business days to be hand delivered or faxed to the aggrieved employee's immediate supervisor to be granted with good cause as determined at the discretion of the city. The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance, including date of occurrence, details, and facts upon which the grievance is based.
2. The specific Article and Section of the Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. The signature of the aggrieved employee and, if applicable, the PBA representative.
5. The reason for the rejection of management's answer (if appealed).
6. The date submitted.

The immediate supervisor will hold a meeting within five (5) business days after receiving the grievance, and within five (5) business days after the meeting is held, the supervisor will give an

answer in writing to the grievant.

### **Step 2**

If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the appropriate Captain within five (5) business days after receiving a written response from the supervisor. The Captain shall review the facts concerning the alleged grievance and shall, within five (5) business days following receipt of the written grievance meet with the aggrieved employee. A PBA representative may accompany the aggrieved employee at his option at this meeting. The Captain shall notify the employee of his decision in writing not later than five (5) business days following the meeting date.

### **Step 3**

If the grievant is not satisfied with the response of the Captain, the grievance appeal may be submitted in writing to the Chief of Police within five (5) business days after receipt of the response from the Captain. The Chief of Police shall review the facts concerning the alleged grievance and shall within five (5) business days following receipt of the written grievance meet with the aggrieved employee. A PBA representative may accompany the aggrieved employee at his option at this meeting. The Chief of Police shall notify the employee of his decision in writing no later than five (5) business days following the meeting date.

### **Step 4**

If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within five (5) business days after receipt of the response from the Chief of Police or designee. The City Manager shall review the facts concerning the alleged grievance and shall within five (5) business days following receipt of the written grievance meet with the aggrieved employee. A PBA representative may accompany the aggrieved employee at his option at this meeting. The City Manager shall notify the employee of his decision in writing no later than five (5) working days following the meeting date.

## Time Limit

A grievance is conclusively waived and abandoned under this Agreement unless it is brought to the City's attention in writing and delivered to the City within ten (10) business days of the date which the grievant knew or should have known of the act or failure to act which has given rise to the grievance.

The time limits of this grievance/arbitration procedure may be extended by written mutual agreement. In the event an extension is required, each party shall give the other party forty-eight (48) hours notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously. If the City fails to timely respond to the grievance at any step, the grievance will be considered as if the grievance was denied at that step and the time for advancing the grievance to the next step will be triggered as of the date that the City's response was due.

## SECTION V

If the grievance is not resolved in Step 4, the PBA may within five (5) business days, submit a request for arbitration to the City Manager.

- A. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder.
1. The written grievance and demand for arbitration clearly identified the section or provisions allegedly violated.
  2. A demand for arbitration has been made in writing within five (5) business days as from and after receiving the City Manager or designee's answer.
  3. The grievance was processed with time limits set forth in Section IV.

- B. Within 5 days of the request for arbitration, the party demanding arbitration shall request from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) names of qualified arbitrators from FMCS' Florida sub-region. Within ten (10) business days after receipt of the list, representatives of both sides will confer to select an arbitrator by alternate striking until only one arbitrator is left. The party demanding arbitration will make the first strike. In the event that the parties mutually agree, before any striking of names occurs, that the list is unsatisfactory, a new panel may be requested from FMCS
- C. The hearing will be conducted in accordance with FMCS Rules and the Federal rules of Evidence.
- D. The arbitrator's powers are strictly limited. The arbitrator shall not have the power to add to, subtract from, modify or alter terms of the agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall deal only with the grievance before him/her. The arbitrator shall be bound by any stipulation or joint submission of the parties.
- E. The arbitrator shall be required to render his/her decision as soon as possible, but in any event, no later than thirty (30) calendar days from the hearing and submission of briefs, if any. The decision of the arbitrator shall be final and binding on both parties.
- G. The arbitrator's fee and expenses shall be split between the parties.
- H. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party requesting such participants and

witnesses.

- I. Each side shall bear their own attorney fees and cost.
  
- J. Arbitration shall not be permitted for the determination of the lawfulness of any State or Local Law or Ordinance, including the City Charter, nor shall arbitration be permitted for the determination of the lawfulness of the City's Personnel Rules and Regulations and General Orders of the Police Department except as it relates to the terms and conditions of this Agreement.
  
- K. No evidence or defense may be presented at arbitration, and the arbitrator may not consider evidence that has not previously been documented during the processing of the grievance through Step 4.

**ARTICLE 13**  
**SENIORITY-LAYOFF AND RECALL**

**SENIORITY**

**SECTION I**

Definition - Seniority is hereby defined as continuous length of service with the City of Zephyrhills and/or the Zephyrhills Police Department as follows:

- A. Total City seniority is the total length of continuous service as a full-time employee within the employment of the City of Zephyrhills.
- B. Departmental seniority is the total length of continuous service as a full-time sworn employee with the Zephyrhills Police Department.
- C. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on a leave of absence or layoff shall not be credited in the calculation of seniority dates.

**LAYOFF AND RECALL**

**SECTION I**

**Accrual**

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of ninety (90) or more consecutive work days without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

**Loss of Seniority**

An employee shall lose his seniority and be terminated from employment as the result of any one of the following:

Discharge.

Retirement.

Voluntary resignation.

Layoff exceeding one (1) year.

Failure to report to the Department Manager the intention to return to work within three (3) calendar days of receipt of a recall notice.

Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

### **Layoff Selection**

In the event the City decides to lay off employees within a department, the City will first lay off those employees employed on a part-time, temporary, casual or probationary basis. If further layoffs are necessary, selection among regular full-time, regular part-time and part-time employees shall be based upon:

- A. Ability to perform all of the work available.
- B. Special skills essential to the performance of the available work.
- C. Job performance as reflected by the performance evaluations for the past three years or the most recent evaluations available.
- D. Seniority in Job classification.

### **Classification seniority.**

When, in the opinion of the Department Manager, factors A, B and C are relatively equal among employees, factor D shall be determinative.

### **Permanent Layoffs**

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

### **Recall**

Except for employees laid off pursuant to the permanent layoff provisions above regular full-time employees who are recalled by the City within twelve (12) months shall have their City service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

**ARTICLE 14**  
**FORMAL INVESTIGATIONS**

**SECTION I**

The parties recognize that the security of the City, and its citizens, depends to a great extent upon the manner in which the employee covered by this Agreement perform their various duties. Additionally, the parties recognize that the performance of such duties involves these employees in all manners of contacts and relationships with the public. Out of such contacts, and/or relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints will be conducted by, or under the direction of departmental and city management officials. The primary concern of the officials must be the security of the City, the preservation of the public interest, and fair and objective investigation of all allegations made against law enforcement officers. All criminal investigations must be sworn to in writing.

**SECTION II**

In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen's complaints and matters of internal security. The parties understand that any investigation and investigative interrogation of any employee covered by this Agreement, relative to citizen's complaint and/or matter of internal security, will be conducted in compliance with Chapter 112.532 and 112.533, Florida Statutes.

**SECTION III**

Should an employee be charged with conduct unbecoming an officer, the charge will be specific in its allegations, and will describe the conduct that is the basis of the charge.

## SECTION IV

When an investigation of an employee by the department is completed, the Chief of Police or designee will determine disposition of the investigation according to the following.

### A. SUSTAINED

The investigation disclosed sufficient evidence to establish the allegation made in the complaint.

### B. NOT SUSTAINED

The investigation failed to disclose sufficient evidence to establish the allegation made in the complaint or to disprove conclusively such allegation.

### C. UNFOUNDED

The investigation disclosed that the named employees was not involved in the alleged incident, or that the allegation was made in good faith, without malicious intent. However, the allegation is false or that the alleged incident never took place.

### D. EXONERATED

The acts that provided the basis for the complaint or allegations did occur. However, the investigation revealed that they were justified, lawful and proper.

## SECTION V

Upon final determination of the disposition of an investigation, the Chief of Police or designee will so inform the employee.

## SECTION VI

At the discretion of the Chief of police or designee, false and malicious accusations by third party complaints, whether criminal or administrative in nature, will be forwarded to the State Attorney's Office for determination and prosecution. The term "third party

complaint" as used in this Article applies to a person who is not an employee of the Police Department.

## ARTICLE 15

### DISCIPLINE

#### SECTION I

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for timely progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

No employee shall be disciplined except for just cause. Timely, progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The City reserves the right to skip any step of the discipline process where the circumstances or severity of the offense warrants.

1. Progress of Disciplinary Action
  - A. Written Admonishment
  - B. Written Reprimand
  - C. Suspension
  - D. Demotion
  - E. Dismissal

#### SECTION II

1. Notification of Disciplinary Action
  - A. In the event that the City plans to establish other progressive or positive discipline, the PBA shall be notified and provided an opportunity to discuss the matter.
  - B. Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.

- C. No Officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied promotion, transfer or reassignment or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her exercising rights granted in this Agreement.
- D. Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have a PBA representative present. It is the employee's responsibility to notify the PBA of the request for union representation.
- E. Employees or their PBA representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. This review shall be provided to the employee or PBA representative free of charge upon request.

**ARTICLE 16**  
**HOURS OF WORK AND OVERTIME**

**SECTION I**

1. The work period for employees shall consist of a fourteen (14) day cycle.
  
2. The work period and schedule for Patrol Officers assigned to the modified twelve (12) hour work schedule shall be defined as eighty (80) hours in a fourteen (14) day work cycle, which will include one eight (8) hour day to be scheduled by the Chief of Police or his designee. The Shift is commonly referred to as "2,2,3" Where the Officer works two days, is off for two days, works three days, off two days, works two days, is off three days.

Overtime

- A. Employees will receive overtime compensation for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day work period at time and one half.

**ARTICLE 17**  
**SHIFT BID PROCESS / SENIORITY**

The current squad makeup of the Zephyrhills Police Department is four patrol squads (Two “dayshift” squads and two “nightshift” squads), consisting of a sergeant (shift supervisor), and two or more subordinate officers. The K-9 officers are regularly assigned on the night shift.

The Union will be advised of any changes in the reorganization or manning of the Shifts/Squads thirty (30) days prior to implementation where operationally feasible and then as soon as possible.

Both parties agree that matters involving the shift bid process and seniority affecting Police Officers of the bargaining unit will be conducted in accordance with applicable directives. This process shall apply to all sworn personnel assigned to a uniform patrol assignment.

Shift bids will run approximately one (1) year until bidding the following December. The shift terms shall run approximately six (6) months and will change two (2) times per year.

**Definitions:**

**Bid:** The process of requesting the desired shift assignment.

**Definition:** Seniority is hereby defined as continuous length of service with the city of Zephyrhills and/or the Zephyrhills Police Department as follows:

Total City Seniority is the total length of continuous service as a full time employee within the employment of the City of Zephyrhills.

Departmental Seniority is the total length of continuous service as a full-time sworn employee with the Zephyrhills Police Department.

Continuous service is defined as the period of employment not interrupted by resignation. Voluntary demotion to non-sworn or part-time position, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on a leave of absence or layoff shall not be credited in the calculation of seniority dates.

In December of each year, seniority lists sorted by rank shall be posted for review and verification by Officers. Those Officers who are on probation will not be allowed to participate in the bid process and will be assigned by the Chief or his designee and area of assignment on an annual basis during December of each year. The bid process may result in displacement depending on seniority scores. All matters pertaining to the shift bid process and seniority that affects Officers of the bargaining unit remain subject to the approval of the Chief or his designee.

The Chief or his designee retains the right to create special assignments, shifts, details, and/or place Officers with specialized skills in designated positions as deemed necessary by the Chief or his designee. The Chief or his designee retains the right to change assignments, shifts, details, and/or duties of any Officer to accommodate operational or administrative needs. The City agrees to accept the bids as a preference of the employee and will not be bound by such bid in regards to shift assignments.

**ARTICLE 18**  
**EXTRA-DUTY ASSIGNMENT**

**SECTION I**

- A. "Extra-Duty Services" is defined as: Sworn officer working in police or security related capacity for private user.
- B. "Private User" is defined as: Any club, organization, company, association, or other group or individual who has requested the services of off-duty police officers to work approved functions on an overtime basis.

**SECTION II**

- A. All extra-duty service opportunities will be posted on designated department bulletin boards. Assignments to extra-duty work will be made pursuant to applicable department and City rules and procedures.
- B. No private arrangements between an employee and private user or in-kind services in lieu of payment will be permitted.
- C. All assignments must receive approval from the Chief of Police or designee.

**SECTION III**

- A. While performing extra-duty services, the employee will be under the direct control and supervision of the Police Department. Employees may only perform services that are considered normal police functions.
- B. The employee on extra-duty assignments must be in Police uniform and will make an official police record of all incidents that require his/her attention.

- C. Employees providing approved non-departmental extra duty under this section will be considered “on-duty” if they are required to take law enforcement action involving the use of force and/or arrest in the course of the approved non-departmental extra duty assignment. The employee assigned extra duty shall ensure that the Patrol Supervisor on duty is made aware of the particulars concerning his extra duty assignment and will refer to him any matter not otherwise covered by instructions. The on-duty Patrol Supervisor for the employee’s adherence to the established policies.
1. The employee will be placed in an “on-duty” status by the supervisor on duty as of the time the action commences.
  2. The City will pay the employee from the moment law enforcement action involving the use of force or arrest begins. Any reimbursement to be collected by the employee from the non-departmental source after that time will be turned over to the city.

#### SECTION IV

All extra duty assignments will be paid at the minimum rate of twenty five (\$25.00) dollars per hour with a minimum of two (2) hours pay.

**ARTICLE 19**  
**COURT/CALL BACK**

**SECTION I**

Court Time: An appearance during an employee's off duty time in court required by a subpoena. The employee shall receive a minimum of two (2) hours pay for court attendance.

**SECTION II**

Compensation for Call Back: When an employee has completed his/her assigned tour of duty and is required to return to work. There will be a two (2) hour minimum compensation for call back unless contiguous to the employee's assigned shift, or should have been completed during the employee's assigned shift.

**SECTION V**

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

- A. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.
  
- B. If treated as separate appearances, the employee will be guaranteed a two (2) hour minimum credit for additional appearances providing there is a two (2) hour lapse between the subpoena release and a subsequent subpoenaed appearance.

**ARTICLE 20**  
**PROBATIONARY PERIODS/ EVALUATIONS**

**SECTION I**

A new employee must successfully complete a twelve (12) month probationary period.

**SECTION II**

A new employee who has not completed his/her probationary period does not have the right to appeal disciplinary action, and may be disciplined, suspended or dismissed at any time and without just cause.

**ANNUAL EVALUATIONS**

**SECTION I**

An employee in the bargaining unit shall be evaluated after serving a probationary period. Evaluations used shall be specific to the Police Department. Probationary employees shall be evaluated quarterly.

**SECTION II**

An employee whose overall performance rating is unsatisfactory will be re-evaluated at the end of ninety (90) days. If the employee's performance does not improve to a satisfactory rating, action may be taken to demote or terminate the employee.

**ARTICLE 21**  
**SUBSTANCE ABUSE TESTING**

**Drug-free workplace and alcohol policy**

The City's Drug-Free Workplace Policy is aimed at ensuring "zero" tolerance to illegal drugs at all times and its alcohol-free policy to "zero" tolerance under circumstances that affect or might affect the safety and well being of employees, citizens and others, or the effective operation of City business. This policy is consistent with all Florida State and Federal Laws including Florida Drug-Free Workplace Statutes 440.101 and 440.102, Drug-Free Workplace Program Requirements, the Agency for Health Care Administration (AHCA), Chapter 59A-24, Florida Administrative Code, Drug-Free Workplace Standards, and the Federal Drug-Free Workplace Act. In addition, all employees required to have a Commercial Driver's License (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392.4, and 392.5 Regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

**Policy**

**Illegal Controlled Substances.** The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable State and federal laws.

**Alcohol Abuse.** Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time;

reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

Note: A sworn employee of the City Police Department, or an employee acting under the direction of such, may have cause in the course of conducting City business, to acquire and/or manipulate some form of alcohol or drugs for a duty purpose, and not for other non-job related reasons, and such shall be done in accordance with the officer's assigned duties and in accordance with Police Department Policies.

### **Use of Legal Drugs**

The use of legal drugs, that are prescribed by licensed physicians for a specific medical purpose, is not prohibited. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a license physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City. Detection of a controlled substance will be presumed to be in violation of this policy unless the employee advises the supervisor of its medicinal use in advance. The supervisor must immediately advise the Department Manager of such use by the employee.

## **Substances Tested For**

With respect to violations of policy 25.02(B), employees are subject to testing for the detection of alcohol while on duty or while operating or riding in or on a City owned vehicle. The current positive test threshold for alcohol is .02g%.

Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids (marijuana)
- Cocaine
- Methadone
- Methaqualone
- Opiates (Heroin, Morphine, Codeine)
- Phencyclidine (PCP)
- Propoxyphene

## **Circumstances for Testing.**

Subject to applicable law, all job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the City. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.

When an employee is involved at any time directly in an equipment or vehicular work-related accident, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident.

When an employee is in a special risk or safety-sensitive position (Equipment Operator 1 or 2, all positions which require a CDL License, Police Officer,

Firefighter/EMT or Firefighter/Paramedic, etc. of any rank) and is involved in an accident on the job, he will be required to submit to a drug and/or alcohol test, if the accident results in personal injury requiring immediate medical attention.

When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. A reasonable suspicion is a belief that an employee is using or has used drugs or alcohol in violation of this 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:

- Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- A report of drug use, provided by a reliable and credible source;
- Evidence that an individual has tampered with a drug test during his employment with the City;
- Information that an employee has caused, contributed to, or been involved in an accident while at work;
- Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs;
- Frequent absences from work without a satisfactory explanation.
- As a part of any medical examination required by the City whether or not that medical examination is required by the DOT or any other local, state or federal law or regulation.

For the purpose of this policy, if a test reveals the presence of alcohol the employee shall be deemed to have violated City policy.

Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.

All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.

### **Reasonable suspicion searches**

To discourage the use and/or distribution of illegal drugs or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol, illegal drugs or paraphernalia may be conducted on City property or worksites of employee's personal property including, but not limited to, any box, bag, or other containers and vehicles brought onto City property at any time.

### **Reporting and Conviction of Alleged Crimes Including Drugs or Alcohol**

All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.

Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.

Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any

### **Discipline for Violations of Policy**

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time

or to have violated the City's alcohol abuse policy, shall be subject to immediate termination; provided, however, if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/or the Medical Review Officer.

### **Employee Injured on the Job**

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provisions of the policy, may forfeit his eligibility for all workers' compensation medical and indemnity benefits depending on applicable law.

### **Reporting Violations of the Policy**

Reporting Violations. It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.

Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or takes action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

### **Coordination with Administrative Services**

Section 25 of the City's Personnel policies is subject to applicable law and all action taken by members of management hereunder must be coordinated through the Director of Administrative Services to insure compliance with all applicable laws. The aforementioned policy is currently consistent with the City's Policy manual. In

the event the City amends the policy for non-bargaining unit members, it may do so for bargaining unit members as well.

**ARTICLE 22**  
**WORKERS COMPENSATION**

An employee who sustains a job connected injury or any eligible compensable illness resulting in a temporary disability will be paid compensation in accordance with the Florida Workers' Compensation Law, supplemented as specified below. Basically, the Compensation Law provides for payment of casually related and medically necessary expenses and a lost wage compensation equal to two-thirds of the wage being earned at the time of the injury. An individual is eligible for lost wages compensation after seven (7) calendar days of not being able to work.

All accidents must be reported immediately to the supervisor. An accident report must be completed and turned in to General Services for all job-related accidents, regardless of the extent of the injury. The Notice of Injury form (LES Form BCL-1) must be obtained from General Services and should be completed by the employee or his/her supervisor as soon as possible following the accident. The accident must be reported to the insurance carrier within seven (7) calendar days of the City's actual knowledge of the injury.

Initial medical treatment for a job-related injury will be done at the fire station, unless the injury obviously requires treatment at a medical facility. For injuries requiring treatment at a medical facility, initial treatment will be done at the facility designated by the City.

Written doctors' reports will be turned in to Director of Administrative Services and maintained in the Workers' Compensation file. A written report must be on file if an employee has been instructed not to work by a doctor. An employee visiting a doctor under Workers' Compensation should obtain a "Physician's Report for Patient on Workers' Compensation" form from his/her supervisor and have the doctor complete it. The employee should then return this form to their supervisor so his/her condition may be monitored.

After seven (7) calendar days, an employee is eligible to receive lost wages benefits from Workers' Compensation equal to two-thirds of his/her salary at the time of the injury. During that first seven (7) days, the employee will receive his/her regular City pay. Time lost due to the injury will not be charged against the employee's sick leave.

After the first seven (7) days an employee will no longer receive regular pay, however, employees may use sick or annual leave to supplement the amount received from workers' compensation as provided in Sections 16.05 and 17.06 of the City's Personnel Policy Manual, provided the total compensation does not exceed the employee's full, regular pay. Under normal circumstances, an employee would need to use 2.66 hours per day sick

leave (1/3 of 8 hours) to supplement workers' compensation and maintain his/her regular salary. A fireman would need to use eight (8) hours per day (1/3 of 24 hours).

When an employee is off work for more than seven (7) calendar days, he/she must elect one of the following options (on a pay status form):

Employee will receive his regular pay until his accumulated but unused sick and annual leave are exhausted, provided he signs his workers' compensation check to the City; or

Employee receives workers' compensation check only.

When the employee returns to work, any final adjustments to his/her pay will be made in the next scheduled payroll. If an employee elects not to use accrued sick or annual leave, or if sick and annual leave are exhausted, only normal Workers' Compensation benefits will be paid.

Employees with injuries covered under Workers' Compensation should monitor the time span between treatments. There is a statute of limitations that states that all rights for compensation, remedial treatment or rehabilitative services shall be barred unless a petition is filed with the Division of Workers' Compensation within two years after the date of injury or within one year after the date of the last payment of compensation or furnishing of remedial treatment care or attends. If the claim is not made within this time period, the employee will be responsible for payment.

Light duty assignments are made at the discretion of the City. Employee's assigned light duty are required to work as and when assigned. The aforementioned policy is currently consistent with the City's Policy manual. In the event the City amends the policy for non-bargaining unit members, it may do so for bargaining unit members as well.

**ARTICLE 23**  
**INSURANCE**

Employees will be afforded the opportunity to participate in any health and life insurance plans, as amended from time to time, in the same manner as and under the same terms, conditions and costs as the City offers to other City employees.

**ARTICLE 24  
VACATION LEAVE**

**Eligibility and Rate of Accrual**

Each regular full-time employee will accrue annual leave with pay on the following basis:

<b><u>Continuous Employment</u></b>	<b><u>Hours Accrued Per Month</u></b>
Less than 5 full years	7
6th through 10th	9
11th through 15th	11
16th through 20th	13
21st through 25th	15
26 or more	17

Annual leave is computed using the employee's employment anniversary date. Annual leave will be computed during the year on a prorated basis. Annual leave will be earned only when an employee is on an active pay status.

**Charging Annual Leave**

Annual leave, except in the case of FMLA leave (smallest increment possible), will be charged in increments of not less than one quarter <sup>(1/4)</sup> hour. Holidays which occur during the period selected for annual leave shall be charged against holiday leave and not to annual leave. Annual leave may be taken as it is earned on a monthly basis, except that probationary employees are not eligible to take annual leave until placed on regular employee status.

## **Request for Annual Leave**

Annual leave may be taken only after approval by the Department Manager. Supervisors will arrange annual schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.

Annual leave may be used only as earned.

Annual leave requests will be made on the appropriate form by the employee and submitted to the supervisor for approval and submission to the department manager.

Requests for annual leave in excess of 120 consecutive hours will not normally be approved.

Where two (2) or more employees request the same vacation period, the employee with the most City seniority will be given preference; provided, where a junior employee's vacation time has already been approved, it will not be changed without his agreement to accommodate a more senior employee.

## **Carryover of Annual Leave**

Employees are expected to take their annual leave and will be paid for accrued but unused annual leave only upon termination. Employees may accumulate up to a maximum of 320 hours of annual leave. Leave in excess of these maximums will be converted to sick leave on September 30 each year.

Employees will be paid for unused annual leave upon termination of employment. Payment will be made at the employee's pay rate at time of termination.

Once an employee, having 25 years or more of service, elects to resign, retire and/or enter into the DROP Program and provides the City with a 12-month written notice, he may carry over all accrued annual leave into the next budget year and continue to accrue annual leave up to the maximum number of hours allowed by the Florida Retirement System (currently 500 hours). The aforementioned policy is currently consistent with the City's Policy manual. In the event the City amends the policy for non-bargaining unit members, it may do so for bargaining unit members as well.

## **Use of Annual Leave**

- Vacation Leave.
- Absences for transacting personal business which cannot be conducted during off-duty hours.
- Religious holidays other than those designated by the City as official holidays.
- For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- For uncovered portions of absences due to death of a person other than a member of the employee's immediate family.
- Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- Any approved uncompensated leave of absence, including leaves under the FMLA.
- For approved emergency leave beyond that paid under Section 18.
- To supplement Workers' Compensation approved leaves after accumulated sick leave is exhausted; providing the total compensation received from all sources by the employee, including Workers' Compensation, shall be no more than forty (40) times the employees straight time hourly rate of pay.

**ARTICLE 25  
SICK LEAVE**

**Eligibility**

Sick leave, whether paid or unpaid, shall apply to leaves for sickness, injury or disability that are not covered by workers' compensation. Sickness, injury or disability for pregnancy, childbirth, or related disabilities shall be treated the same as other sicknesses, injuries or disabilities.

Bargaining unit members are eligible for paid sick leave for absences due to sickness or injury, provided, upon request, they present evidence, including a medical doctor's excuse, if requested, satisfactory to their Department Manager to establish their absence was due to a bona fide sickness or injury.

Employees on sick leave, whether paid or unpaid, or leave due to a job related illness or injury shall not engage in any work, including work at second or other jobs at home or elsewhere, without permission of the City Manager, or his designee. Violation of this subsection shall be cause for immediate termination.

**Rate of Accrual**

Regular full-time employees shall be eligible to receive eight (8) hours of paid sick leave per month.

Paid sick leave shall accrue during any pay period when the employee is on active pay status.

**Charging Leave**

Sick leave taken shall be recorded, charged and paid in one-quarter (<sup>1</sup>/<sub>4</sub>) hour increments unless it is FMLA time as well. Then, the smallest increment chargeable will be used. Paid holidays which occur during a paid sick leave shall not be chargeable to sick leave.

### **Request for Sick Leave**

To receive compensation while absent on sick leave, the employee shall notify his supervisor/Department Manager prior to the scheduled reporting time, giving the reason for the absence and the expected period of absence in accordance with department regulations. This provision may be waived by the Department Manager if the employee submits evidence that it was impossible to give such notification. This procedure must be followed for each day of absence, unless prior approval is given by the Department Manager.

### **Return from Sick Leave**

Upon returning to work, the employee must submit a leave slip to his supervisor or Department Manager. At the option of the City, the employee may be required to supply medical release from a doctor acceptable to the City to return to work from sick or disability leave whether the leave was with or without pay.

An employee who is released from sick leave and who wishes to return to work shall notify the City. If the leave was less than thirty (30) days beyond pay status, the employee shall be placed in the job he held before the leave and there shall be no adjustment of his anniversary date or City or classification seniority date.

Subject to applicable law, if the leave was longer than thirty (30) days beyond pay status, the employee will be given his job or a substantially equivalent job that is vacant if he is qualified to perform all the essential requirements of the vacant job. If the absence was due to a legally-recognized disability, reasonable accommodation that will not cause undue hardship to the City will be offered. Adjustments of his/her anniversary date, City, departmental and classification seniority dates shall be as provided for other unpaid leaves under Section 21 of the City's Policy Manual. The Department Manager, with approval of the City Manager,

may make exceptions to the above for operational reasons upon the request of the employee.

## **Use**

Paid sick leave may be used provided it is approved for the following purposes:

- Unlimited for bona fide sickness, injury or disability off the job of the employee.
- Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.
- Up to one hundred twenty (120) work days for serious illness of a member of the employee's immediate family which requires the personal care or attention of the employee, or up to ten (10) working days for the death of a member of the employee's immediate family.
- An unpaid leave under the FMLA.
- For extra annual leave as provided in Section 17.07.
- To supplement Workers' Compensation, but not more than necessary to cover the employee's regular schedule times his normal hourly rate.

Use of sick leave for any purpose not specified above may be considered misconduct and result in disciplinary action.

## **Conversion to Annual Leave**

When an employee has accrued four hundred eighty (480) hours of sick leave (six hundred seventy two (672) hours for firemen), they may convert any excess number of hours over the threshold to annual leave at a rate of two (2) hours of sick leave for one (1) hour of annual leave. This conversion will take place on 9/30 of each year. There is no limit on the amount of sick leave an employee may accrue for the uses provided in Section 17.06 of the City's Policy Manual.

**Sick Leave Incentive**

In order to encourage employees to judiciously utilize sick leave benefits and to recognize those employees who have accrued large amounts of unused sick leave, payment will be made upon termination of employment based on the following:

Payment (% of accrued leave)

Years of Continuous Service	Hire date
	Before 10/1/02
Less than 5 full years	20%
6 <sup>th</sup> through 10 <sup>th</sup> year	30%
11 <sup>th</sup> through 15 <sup>th</sup> year	40%
16 <sup>th</sup> through 20 <sup>th</sup> year	45%
21 <sup>st</sup> through 25 <sup>th</sup> year	50%
26 or more	55%

Payment will be made at the employee's pay rate at the time of termination or retirement.

**Sick Leave Sharing**

Employees who have extended illness and have exhausted all sick leave and vacation leave may be eligible for sick leave sharing.

Sharing of sick leave may only be used only for the personal illness or injury of another employee of the City.

Request to transfer sick leave must be completed by the employee and submitted to the Department Manager.

**Light Duty**

If an employee is released by his physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City, which the employee is capable of performing in accordance with applicable law, will result in termination of employment. The

aforementioned policy is currently consistent with the City's Policy manual. In the event the City amends the policy for non-bargaining unit members, it may do so for bargaining unit members as well.

**ARTICLE 26**  
**BEREAVEMENT LEAVE**

All regular full-time employees shall be granted up to 24 work hours of funeral leave upon approval of the supervisor and Department Manager in the event of the death of an immediate family member or relative as determined by the Chief of Police.

Funeral leave shall not be charged to the employee's sick leave, but free time granted by the City. Up to an additional 24 hours shall be granted on request of the individual involved and this time shall be charged to the employee's sick leave.

The employee may be required to provide proof of death in the immediate family before compensation is approved.

If additional time off is necessary to attend a funeral of a member of the immediate family, vacation leave may be used.

If the employee wishes to attend the funeral of someone outside his/her immediate family, annual leave may be granted by the supervisor and approved by the Chief of Police. If additional leave is needed, and all other leave is exhausted, leave without pay may be granted upon approval of the Chief of Police.

**ARTICLE 27**  
**MILITARY LEAVE**

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees who are on military leave will be afforded all rights provided them by applicable laws while on duty and reinstatement rights as provided under those laws.

All questions regarding military leave should be directed to the Director of Administrative Services

**ARTICLE 28**  
**HOLIDAY SCHEDULE AND HOLIDAY PAY**

The City shall provide Holiday leave to all members of the bargaining unit at the same rate provided other City employees. The procedures for earning and use of Holiday leave is defined within the City of Zephyrhills Employee Policy and Procedures Manual and governed in use by the Zephyrhills Police Department Standard Operations Manual.

In addition to the Holiday Schedule, the City agrees to afford employees of this bargaining unit with one (1) personal day. The use and procedures for use of this personal day is described as follows:

**Personal Day**

1. Each member is permitted the use of one personal day up to twelve (12) hours per year. Members will not be allowed to work their *personal day* for overtime benefits as other holidays permit.
2. The member shall declare his/her personal day by December 31<sup>st</sup> of each year for the following year schedule by a written memorandum to the Chief of Police or his designee. Failure to submit the date of his personal day shall cause the member to forfeit this benefit.
3. Two or more officers in the same unit cannot declare the same day as their personal day.

4. Where there are conflicts, the Personal day shall be awarded to the person most senior and the non-prevailing member will re-submit their memorandum for the personal day for which they choose.

**ARTICLE 29**  
**WAGES**

SECTION I

1. Salary Adjustments

A. Fiscal Year 2009 / 2010

1. Employees covered by this Agreement will receive no adjustment for FY 2009/2010.

B. Fiscal Year 2010 / 2011 / 2012

1. Representatives from the City and the PBA will meet no earlier than February 15, 2010 and no later than March 15, of each year to reopen negotiations for wage compensation for this contract.
2. Representatives from the City and the PBA will begin discussions of a pay plan proposed by the PBA during the session scheduled above.

SECTION II

I. Starting Salaries

A. Fiscal Year 2009/2010

1. Any employee hired after the effective date of this contract for the remainder of FY 2009/2010 will receive an annual starting salary of \$35,485.00 prorated after October 1<sup>st</sup>.

**ARTICLE 30**  
**SPECIAL PAYMENTS**

SECTION I

Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments as set forth below. This is in recognition of the unique call to duty inherent with this assignment and their likeliness to be subject to call as needed for their specialized position.

- A. Active Field Training Officers (FTOs) as determined by the Chief of Police currently assigned to the Patrol Division an annual incentive of \$500.00 to be paid in 26 bi-weekly pay checks for FY 2009/2010, FY 2010/2011 and FY 2011/2012.
- B. Those officers (while in grade) assigned to the CID unit will receive an annual Incentive of \$500.00 to be paid in 26 bi-weekly pay checks for FY 2009/2010, FY 2010/2011 FY 2011/2012.
- C. Those officers (while in grade) assigned to the SRO unit will receive an annual Incentive of \$500 to be paid in 26 bi-weekly pay checks for FY2009/2010, FY 2010/2011, FY 2011/2012
- D. Those officers (while in grade) assigned to the K-9 unit will receive an annual incentive of \$500.00 to be paid in 26 bi-weekly pay checks for FY 2009/2010, FY 2010/2011, FY 2011/2012

**ARTICLE 31**  
**TEMPORARY ACTING APPOINTMENTS**

Temporary acting appointment of Police Officers to Sergeant Classifications shall be documented and conducted in accordance with official directives and City Policy and Procedures. Any Officer assigned by the Employer to act in a rank of Sergeant for period of thirty (30) continuous working days or more shall have a rate increase of five percent (5%) retroactive to the first day of appointment.

The Employer shall determine the necessity to begin or end all temporary acting appointments of Police Officers. Nothing contained in this article shall preclude the Employer from terminating the temporary acting appointment of any Officer at any time based on operational or administrative needs. Such termination of temporary acting appointments shall not be considered a loss of wages or benefits.

**ARTICLE 32**  
**Additional Benefits**

**Section 1. TAKE HOME VEHICLE:**

All officers will receive based upon availability and completion of the FTO program an assigned take home police vehicle that may be driven directly to and from their homes within a twenty (20) mile radius of the Zephyrhills Police Department.

**Section 2. TUITION AID:**

The City of Zephyrhills shall provide tuition aid reimbursement for admission examination, books and/or tuition fees of a maximum of \$1,500 per fiscal year per officer provided the curricula degree is job related.

The tuition aid may include on-line classes. Each course must be approved in advance by the Chief as being job related. Correspondence courses will be considered only when a similar course is not available locally. Reimbursement for courses in which letter grades are issued will be 100% for letter grades of "A", or "B".

Reimbursement for courses in which letter grades are not issued will be in the following manner: Satisfactory 100%, Unsatisfactory 0%. Sworn officers who don't remain with the City for a period of one (1) year after completion of a course shall reimburse the City on a pro rated basis.

**Section 3. BULLETPROOF VESTS:**

The City shall provide all the officers with a current threat level bulletproof vest that meets or exceeds the threat level of the department issued weapon that they carry on duty.

**ARTICLE 33**  
**AMENDMENTS**

SECTION I

This Agreement may be amended at any time by the mutual written consent of the parties, subject to ratification where required by law, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto and if necessary ratified.

**ARTICLE 34**  
**ENTIRE AGREEMENT**

**SECTION I**

The City and the PBA acknowledge that, during negotiations, which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to all subjects/matters not removed by law from the scope of collective bargaining. The subsequent understandings and agreements arrived at by the City and the PBA, after the exercise of such right and opportunity, are set for the in this Agreement. This Agreement supersedes and cancels all prior practices and agreements

**SECTION II**

The City and the PBA, for the duration of the Agreement, each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless otherwise provided for herein.

**ARTICLE 35**  
**DURATION and TERMINATION**

This Agreement shall be effective as of the 1st day of October, 2009 A.D., and shall continue in full force and effect until the 30th day of September, 2012 A.D. At least one hundred and twenty (120) days prior to the termination of this Agreement, the City shall notify the PBA of intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

The foregoing amended collective bargaining agreement has been ratified by the members of the collective bargaining unit on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Jim Diamond III, Director of Operations  
West Central Florida Police Benevolent Association

Dated:

The foregoing amended collective bargaining agreement has been ratified by the City Council of the City of Zephyrhills on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Jodi Wilkerson  
City Council President

\_\_\_\_\_  
Steve Spina  
City Manager, City of Zephyrhills

Dated:

Dated:

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed by their authorized representatives this \_\_\_\_ Day of \_\_\_\_\_, 2010 A.D.