

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF FORT PIERCE**

**AND THE**

**INTERNATIONAL UNION of POLICE**

**ASSOCIATIONS, AFL-CIO**

**(Police Officer Unit)**

**October 1, 2015 to September 30, 2016**

## Table of Contents

<i>Article</i>	<i>Page</i>
1 PREAMBLE .....	1
2 RECOGNITION .....	2
3 SUBCONTRACTING .....	3
4 EMPLOYEES RIGHTS.....	4
5 MANAGEMENT RIGHTS .....	5
6 NO STRIKES AND LOCKOUTS.....	6
7 BULLETIN BOARDS AND MAILBOXES .....	7
8 WORKING OUT OF CLASSIFICATION.....	8
9 WORK RULES.....	9
10 HOURS OF WORK, OVERTIME AND COMPENSATORY TIME .....	10
11 DISPOSITION OF GRIEVANCES.....	13
12 SAFETY AND HEALTH.....	15
13 SENIORITY .....	16
14 REDUCTION IN FORCE .....	17
15 RESERVED .....	18
16 INSURANCE.....	19
17 CHECKOFF.....	20
18 UNION REPRESENTATION .....	21
19 FIELD TRAINING OFFICER (F.T.O.) .....	23
20 TRAINING INSTRUCTORS .....	24
21 DAMAGED PERSONAL PROPERTY .....	25
22 HOLIDAYS .....	26
23 VACATION LEAVE.....	27
24 SICK LEAVE .....	29
25 BEREAVEMENT LEAVE.....	31
26 DRUG AND ALCOHOL TESTING .....	32
27 RESERVED.....	36
28 AFFIRMATIVE ACTION.....	37
29 INTERNAL AND EXTERNAL INVESTIGATION .....	38

30 SEVERABILITY .....39

31 EDUCATIONAL REIMBURSEMENT .....40

32 RETIREMENT PLAN .....41

33 WAGES/ADDENDUM .....43

34 DURATION OF AGREEMENT .....44

# **ARTICLE 1**

## **PREAMBLE**

### **SECTION 1.1**

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the "**EMPLOYER**" or the "**CITY**", and, International Union of Police Associations, AFL-CIO hereinafter referred to as the "**ASSOCIATION**" and/or the "**EMPLOYEE(S)**." This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

### **SECTION 1.2**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

### **SECTION 1.3**

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

### **SECTION 1.4**

There shall be no individual arrangements contrary to the terms herein provided.

## **ARTICLE 2**

### **RECOGNITION**

#### **SECTION 2.1**

The CITY OF FORT PIERCE hereby recognizes the INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

#### **SECTION 2.2**

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, member and employee shall be synonymous.

## **ARTICLE 3**

### **SUBCONTRACTING**

#### **SECTION 3.1**

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

#### **SECTION 3.2**

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission agenda, without waiver of either parties rights under the law.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

#### **SECTION 4.1**

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, withdraw from membership from the ASSOCIATION, refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

#### **SECTION 4.2**

There shall be no discrimination against any employee by reason of race, creed, color, age, physical handicap, national origin, sex, religious beliefs or ASSOCIATION membership or activity, or lack of ASSOCIATION membership or activity.

#### **SECTION 4.3**

This Agreement shall not foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

#### **SECTION 5.1**

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

#### **SECTION 5.2**

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement.

#### **SECTION 5.3**

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

#### **SECTION 5.4**

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

#### **SECTION 5.5**

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, Section 5.2 and Article 11 will continue in case of emergency.

## **ARTICLE 6**

### **NO STRIKES AND LOCKOUTS**

#### **SECTION 6.1**

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

#### **SECTION 6.2**

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

#### **SECTION 6.3**

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike may be subject to discipline, up to and including termination.

## **ARTICLE 7**

### **BULLETIN BOARDS AND MAILBOXES**

#### **SECTION 7.1**

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum seven (7) days in advance of posting the notice.

#### **SECTION 7.2**

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

#### **SECTION 7.3**

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email.

#### **SECTION 7.4**

The Chief of Police, or ~~his~~ designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

## **ARTICLE 8**

### **WORKING OUT OF CLASSIFICATION**

#### **SECTION 8.1**

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars (\$320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

#### **SECTION 8.2**

An employee who temporarily performs work in a lower classification totally different from his normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

**ARTICLE 9**  
**WORK RULES**

**SECTION 9.1**

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

**SECTION 9.2**

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours.

**SECTION 9.3**

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended upon mutual agreement by both parties.

## **ARTICLE 10**

### **HOURS OF WORK, OVERTIME AND COMPENSATORY TIME**

#### **SECTION 10.1**

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day work cycle, with the exception of items covered in Article 10, Section 10.8.

#### **SECTION 10.2**

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

#### **SECTION 10.3**

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a 14 day work cycle.

#### **SECTION 10.4 - RECALL**

If an employee is called back to work from the employee's residence after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 1/2) pay at the rate of time and one-half (1 1/2).

#### **SECTION 10.5 - COURT TIME**

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

## **SECTION 10 (Continued)**

### **SECTION 10.6 - STAND BY PAY**

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

### **SECTION 10.7 - CLOTHING ALLOWANCE**

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars (\$120.00) per month while assigned.

### **SECTION 10.8 – COMPENSATORY TIME**

Law Enforcement Officers may accumulate compensatory time in the following manner:

- A. Training purposes.
- B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C. Officers may request compensatory time in lieu of overtime.

Compensatory time will be taken at the convenience of the Department with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

### **SECTION 10.9 – K-9 OFFICER COMPENSATION**

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity.

Therefore, the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of three hundred and twenty dollars (\$320.00) per month while assigned to the K-9 Unit.

**ARTICLE 11**  
**DISPOSITION OF GRIEVANCES**

**SECTION 11.1**

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of Agreement, shall be settled in the following manner:

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee’s immediate supervisor. The grievance shall state the following:
1. Article violated;
  2. A complete statement of the grievance; and,
  3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.
- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor’s decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander’s decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Chief of Police or designee. Chief of Police or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee’s decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager’s decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.

1. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.
2. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

G. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

I. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

## **ARTICLE 12**

### **SAFETY AND HEALTH**

#### **SECTION 12.1**

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

#### **SECTION 12.2**

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

#### **SECTION 12.3**

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The CITY will initially pay full cost of the upgraded body armor and subsequently charge the employee cost of the upgrade.

#### **SECTION 12.4**

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

#### **SECTION 12.5**

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

## **ARTICLE 13**

### **SENIORITY**

#### **SECTION 13.1 – CITYWIDE SENIORITY**

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

#### **SECTION 13.2 – DEPARTMENTAL SENIORITY**

Department seniority is defined as the length of continuous employment within the Police Department. Departmental seniority shall accrue as of the first day of employment or transfer into the department.

#### **SECTION 13.3 - CLASSIFICATION SENIORITY**

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

#### **SECTION 13.4**

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

#### **SECTION 13.5**

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

## **ARTICLE 14**

### **REDUCTION IN FORCE**

#### **SECTION 14.1**

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

- A. Lay-off shall be by classification within the Department.
  - 1. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, and classification and Departmental seniority.
- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.
- F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

**ARTICLE 15**

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## **ARTICLE 16**

### **INSURANCE**

#### **SECTION 16.1**

- A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan) and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current Blue Cross/Blue Shield (BCBS) contract, which expires September 30, 2016.
- B. Bargaining unit members electing the City's Basic Health Plan CBS Medical Plan 3559 shall be required to pay \$25.00 per pay period. Bargaining unit members electing a "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay \$51.72 per pay period. In the event bargaining unit members elect dependent coverage under either medical plan, the CITY agrees to pay 50% of the cost of the premium of the Basic Plan for such dependent coverage. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- C. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full time regular Bargaining Unit members.
- D. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.
- E. Should the CITY provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the Bargaining Unit members.
- F. The CITY shall establish an insurance committee to evaluate and select an insurance plan for FY 2016. The CITY shall provide IUPA with the opportunity to appoint a member to serve on this committee.

## **ARTICLE 17**

### **CHECKOFF**

#### **SECTION 17.1**

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues and initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for 26 bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

#### **SECTION 17.2**

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

#### **SECTION 17.3**

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

#### **SECTION 17.4**

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

## **ARTICLE 18**

### **UNION REPRESENTATION**

#### **SECTION 18.1**

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

#### **SECTION 18.2**

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, taken from the time pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

#### **SECTION 18.3**

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights Interview, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY's time.

#### **SECTION 18.4**

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

#### **SECTION 18.5**

Upon request of the ASSOCIATION, employees may be granted leave with pay (if taken from the time pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police or designee.

## **SECTION 18 (continued)**

### **SECTION 18.6**

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

### **SECTION 18.7**

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an ASSOCIATION Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the International Union of Police Associations or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

The use of the Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the ASSOCIATION Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

### **SECTION 18.8**

The CITY agrees to allow any member to contribute vacation or compensatory time, or any combination thereof, to another sick or injured employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a fiscal year.

## **ARTICLE 19**

### **FIELD TRAINING OFFICER (F.T.O.)**

#### **SECTION 19.1**

The CITY agrees to compensate officers designated as a F.T.O. via a stipend of three hundred and twenty dollars (\$320.00) per month.

#### **SECTION 19.2**

Every F.T.O. shall also be cross-designated as a Trainer for the Police Department. Cross-designated employees shall receive only one monthly \$320.00 stipend. This stipend is provided whether or not the employee has a trainee or conducts trainings.

## **ARTICLE 20**

### **TRAINING INSTRUCTORS**

#### **SECTION 20.1**

Officers designated as Field Training Officers (F.T.O.'s) shall be cross-designated as Training Instructors and shall conduct Departmental and inter-Departmental trainings. The CITY agrees to compensate these cross-certified F.T.O's/ Training Instructors via a monthly stipend of three hundred and twenty dollars (\$320.00) per month. Cross-designated employees shall receive only one monthly \$320.00 stipend. This stipend is provided whether or not the employee has a trainee or conducts trainings.

## **ARTICLE 21**

### **DAMAGED PERSONAL PROPERTY**

#### **SECTION 21.1**

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars (\$300.00) per incident.

#### **SECTION 21.2**

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

#### **SECTION 21.3**

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

## **ARTICLE 22**

### **HOLIDAYS**

#### **SECTION 22.1**

The following days will be observed as holidays for all employees subject to this Agreement: January 1<sup>st</sup>, Martin Luther King's Birthday, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24<sup>th</sup> and 25<sup>th</sup>.

#### **SECTION 22.2**

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

#### **SECTION 22.3**

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

#### **SECTION 22.4**

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (1 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

## **ARTICLE 23**

### **VACATION LEAVE**

#### **SECTION 23.1**

- A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B. Temporary employees shall not be eligible for vacation leave.
- C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

#### **SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID**

All regular employees shall accumulate vacation leave as follows:

- |    |  |                    |
|----|--|--------------------|
| A. | One (1) year of service but less than five (5):    | 96 hours per year  |
| B. | Five (5) years of service but less than ten (10):  | 112 hours per year |
| C. | Ten (10) years of service and over:                | 136 hours per year |
| D. | Fifteen (15) years of continuous service and over: | 160 hours per year |

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty

**SECTION 23 (Continued)**

(240) hours will be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

**NOTE:** Employees shall not earn vacation time when the employee is on a non-paid leave status.

**SECTION 23.3 - USE OF VACATION LEAVE**

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the department head who shall schedule vacation leave so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible, however, leave must be taken at the convenience of the department. The department head's decision as to when leave may or may not be taken will be final.

**SECTION 23.4**

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;
- E. Any absences from work not covered by other types of leave provisions established by these rules.

**SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE**

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

## **ARTICLE 24**

### **SICK LEAVE**

#### **SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED**

All Bargaining Unit employees earn sick leave credits at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

#### **SECTION 24.2 - REQUEST FOR SICK LEAVE**

To receive compensation while absent on sick leave, the employee shall notify their immediate supervisor, division commander or Chief of Police, or designee not less than one (1) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

#### **SECTION 24.3 - USE OF SICK LEAVE**

Sick leave may be granted for the following purposes:

- A. Personal injury or illness not connected with work.
- B. Pregnancy.
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

#### **SECTION 24.4 - ACCUMULATION OF SICK LEAVE**

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty-(30) days of employment.

## **SECTION 24.5 - CERTIFICATION BY A PHYSICIAN**

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

## **SECTION 24.6 - UNUSED SICK LEAVE**

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.
- C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

## **ARTICLE 25**

### **BEREAVEMENT LEAVE**

#### **SECTION 25.1**

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

#### **SECTION 25.2**

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

## **ARTICLE 26**

### **DRUG AND ALCOHOL TESTING**

#### **SECTION 26.1**

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to insure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined that volunteers that the employee has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the departments approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

#### **SECTION 26.2**

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. \*The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

#### **SECTION 26.3**

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. \*The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

\*This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.

#### **SECTION 26.4**

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be

performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

## **SECTION 26.5**

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

## **SECTION 26.6**

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.
- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

## **SECTION 26.7**

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in a one year period.

## **SECTION 26.8**

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

## **SECTION 26.9**

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

## **SECTION 26.10**

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in Section 9 of this Article.

## **SECTION 26.11**

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

## **SECTION 26.12**

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

**ARTICLE 27**

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## **ARTICLE 28**

### **AFFIRMATIVE ACTION**

#### **SECTION 28.1**

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

## **ARTICLE 29**

### **INTERNAL AND EXTERNAL INVESTIGATIONS**

#### **SECTION 29.1**

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

## **ARTICLE 30**

### **SEVERABILITY**

#### **SECTION 30.1**

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

## **ARTICLE 31**

### **EDUCATIONAL REIMBURSEMENT**

#### **SECTION 31.1**

The CITY agrees to reimburse employees for tuition costs at the current state rate required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least one (1) year beyond this date or reimburse the CITY for any funds expended on tuition. The one (1) year applies to an employee who resigns or is dismissed.

#### **SECTION 31.2**

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

#### **SECTION 31.3**

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

## **ARTICLE 32**

### **RETIREMENT PLAN**

#### **SECTION 32.1**

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Officers employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

#### **SECTION 32.2**

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

#### **SECTION 32.3**

Changes affecting new employees only effective October 1, 2012:

1. Change the vesting period from 5 to 10 years.
2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Changes affecting current unit members:

##### **A. Overtime**

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

## **B. Sick Leave and Vacation Time**

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.

### **SECTION 32.3 (Continued)**

2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

### **SECTION 32.4**

The annual maximum pension payment for a bargaining unit member shall not exceed \$100,000.00. This cap shall not include or apply to the supplemental 185 Retirement Fund.

## **ARTICLE 33**

### **WAGES**

#### **SECTION 33.1**

For the CITY'S Fiscal Years 2016, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Eligibility for current steps shall be defined as follows: Pay steps shall be calculated as of October 1, during the contract period. Officers with equal to or less than 1 year of service shall be eligible for Step 1. Officers with more than 1 year of service shall be eligible for Step 2, more than 2 years of service eligible for Step 3, and so on for each consecutive year of service through Step 15. Officers with more than 19 years of service will be eligible for Step 20, and with more than 24 years of service will be eligible for Step 25. There is no step advancement in FY 2015. Future step advancements shall be subject to successor negotiations between the parties.

For the purposes of calculating years of service, only time in grade as a certified police officer employed with the CITY shall be used.

Employees shall receive an eight percent (8%) pay increase to their base salaries, upon ratification of both Parties. The CITY's four percent (4%) increase shall be retroactive effective October 1, 2015. The Police Department's four percent (4%) increase shall be retroactive effective February 1, 2016. The Pay Increase shall be calculated on the Step Plan from FY 2015 with no advancement to the next Step. The adjusted Step Plan for the current fiscal year is attached to this agreement in Addendum A.

Pay Increases and Retroactive Pay shall only be awarded to employees that are employed at the police department at the time the contract is ratified by the CITY.

Newly hired employees with experience as a law enforcement officer may be advanced up to Step 4 in the pay plan.

#### **SECTION 33.2 – Incentive Pay**

Specialized Units, to include Detectives, Crime Prevention Officers, Training Officer, and Recruiting Officer shall receive a stipend of three hundred and twenty dollars (\$320.00) per month. Employees may only receive one Specialized Unit stipend. However, employees may receive their Specialized Unit stipend and any additional compensation authorized by this Agreement and applicable law if acting in the capacity of an Acting Sergeant or as a Trainer Instructor as outlined in Articles 8 and 20 of this Agreement.



## Addendum A

STEP PLAN	
STEPS	FY 2016
N/C	\$31,200
1	\$41,040
2	\$41,634
3	\$42,183
4	\$43,294
5	\$44,945
6	\$46,597
7	\$48,248
8	\$49,899
9	\$51,551
10	\$53,202
11	\$54,853
12	\$56,505
13	\$58,156
14	\$59,807
15+	\$62,001
20+	\$63,112
25+	\$64,249

NC=Non-Certified