

LABOR AGREEMENT  
BETWEEN  
CITY OF NEPTUNE BEACH  
AND  
NEPTUNE BEACH  
PUBLIC SAFETY DEPARTMENT  
LABOR COUNCIL

OCTOBER 1, 2008 - SEPTEMBER 30, 2009



|   |      |
|---|------|
| ARTICLE XVIII . . . . .   | .19  |
| DRUG TESTING  |      |
| ARTICLE XIX . . . . .   | .23  |
| PERSONNEL RECORDS   |      |
| ARTICLE XX . . . . .  | .24  |
| LONGEVITY   |      |
| ARTICLE XXI . . . . .   | .24  |
| SEVERABILITY AND WAIVER   |      |
| ARTICLE XXII. . . . .   | .25  |
| ARTICLE XXIII . . . . .   | .25  |
| CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES                |      |
| ARTICLE XXIV . . . . .  | . 26 |
| DURATION MODIFICATION AND TERMINATION                               |      |
| APPENDIX A . . . . .  | .27  |
| CITY OF NEPTUNE BEACH PUBLIC SAFETY<br>DUES DEDUCTION AUTHORIZATION |      |
| APPENDIX B . . . . .  | .28  |
| CAREER TRACKS   |      |
| APPENDIX C . . . . .  | .37  |
| AWARDS PROGRAM  |      |

PREAMBLE

This Agreement is entered into, effective as of October 1, 2008 between the City of Neptune Beach, Florida, hereinafter referred to as the "City," and the Neptune Beach Public Safety Department Labor Council, and its members within the Neptune Beach Department of Public Safety, hereinafter referred to as the "Council."

It is the intent and purpose of the Agreement to insure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

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

It is understood that the City is engaged in furnishing essential public services which vitally affect health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

## ARTICLE I

### RECOGNITION

The City recognizes the Council as the exclusive Bargaining Representative as defines in Chapter 447, Florida Statutes, for all employees in the Bargaining Unit defined by the Public Employees Relations Commission (PERC) in Certification number 1226, Case No. 98-053.

"Employee" or "employees" shall mean all full-time employees of the Department of Public Safety of the City employed by the City of Neptune Beach who are included in said certification order.

## ARTICLE II

### REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES

#### SECTION 1:

During the term of this Agreement the City will deal only with the authorized representatives of the Council in all matters requiring mutual consent or other official action called for by this Agreement.

#### SECTION 2:

During the terms of this Agreement the Council and the employees covered hereunder shall deal only with the Chief Executive Officer of the City or his representative in matters requiring mutual consent or other official action.

## ARTICLE III

### MANAGEMENT RIGHTS

#### SECTION 1:

The Council recognizes that it is the function of the City management to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the City's business by the Council or any of its representatives.

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operation and the direction of its work force. The City expressly reserves all rights, powers, and authority customarily exercised by governmental management, including all inherent, statutory, and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, re-arrange, change, extend, limit or curtail its operation, or any part thereof, unless

specifically expressed in this Agreement. The exercise of the described management functions by the City shall not be contrary to the express provisions of this Collective Bargaining Agreement.

SECTION 2:

Without limiting the provisions of this section, but in order to clarify some of the more important unilateral rights retained by the City, the City shall have the following unilateral management rights which it may exercise in its sole discretion:

1. To determine the size and composition of the workforce, including the number or composition of employees assigned to any particular operation, shift or turn;

(a) To determine the number or type of equipment, vehicles, materials, and supplies to be used, operated or distributed;

(b) To hire, re-hire, promote, lay-off and recall employees;

(c) To reprimand, suspend, demote, discharge, or otherwise discipline employees for proper cause, consistent with the provisions of this Agreement;

(d) To maintain and improve the efficiency of the employees;

(e) To determine job content and minimum qualifications for job classifications and the amount and type of work;

(f) To establish new jobs, abolish or change existing jobs, and to increase or decrease the number of jobs or employees;

(g) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;

(h) To require employees to work overtime;

(i) To assign or reassign shifts, create, abolish or alter shifts and rotate shifts;. If shifts are to be rotated the Council will be given 6030 day notice and allowed to discuss the concerns with the Chief.

(j) To establish and modify standards of fitness of employees to perform work;

(k) To establish, modify or abolish a procedure requiring employees to undergo physical agilities testing, including medical examinations and drug and alcohol screening. The City may, in its sole discretion, determine the extent of any physical examination or physical agilities test and the City will bear the cost of such examination or test;

(l) To contract and/or subcontract, discontinue or otherwise dispose of or transfer any or all work operation or services or part thereof performed by any employee of the police department;

(m) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies;

(n) To institute, modify, or terminate any bonus, merit, reward, or work incentive plan;

(o) To make, maintain, change, enforce or rescind policies, procedures, rules of conduct, orders, practices, and other operational procedures, policies and guides not inconsistent with this Agreement, including the right to alter or vary existing or past practices as the City may determine to be necessary for the orderly and efficient operations, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement;

(p) To make or change rules, policies and practices, including those matters affecting the efficiency, safety and discipline, not in direct conflict with the provisions of this Agreement;

(q) To introduce new, different or improved methods, means and processes of conducting any business of the City, transportation, maintenance, service and operations;

(r) To determine the qualifications for and select all employees of the City;

(s) To determine the work to be performed during the employee's regular work day or shift and require that all work be performed in a safe, satisfactory and professional manner.

#### SECTION 3:

The City shall, in its sole discretion, schedule the work period, work week, duty periods, duty schedules and duty cycles of all employees in the bargaining unit. The City has the sole discretion to schedule and/or assign hours of work, either less or more than the normal duty period/schedule/cycle.

Any and all aspects of wages, hours, and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued, discontinued, or modified without notification of or consultation with the Council or members of the bargaining unit.

#### SECTION 4:

The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to

exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

SECTION 5:

The City Council, subject to state law, has the sole authority to determine the purpose and mission of the City and the amount and allocation of the budget.

SECTION 6:

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, except for work performed during emergencies shall be compensated as set forth in this Agreement.

SECTION 7:

It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and employees at the discretion of the City may be required to perform duties not within their specific job descriptions.

SECTION 8:

Delivery of the City's service in the most efficient, effective, and courteous manner is a paramount importance.

ARTICLE IV

EXISTING RULES, POLICIES AND PRACTICES

SECTION 1:

It is expected that the Department of Public Safety is continually developing policies, rules, and regulations governing employment. In the event of a conflict between said policy, rules and regulations and this Agreement, the terms of this Agreement shall control.

SECTION 2:

Nothing in this article shall be construed as a waiver of the Council's right to bargain over any rule, ~~policy, or practice,~~ change which has the practical effect of altering the terms and conditions of employment as established by this Agreement. In the event of such change, a request for bargaining shall be provided to the City within fifteen (15) working days of notification of the proposed rule change.

SECTION 3:

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for City and Council notices. The bulletin board shall not exceed 2' X 3' in size and the location within the squad room shall be approved by the Director of Public Safety.

SECTION 4:

Notification of any rule, policy or practice change shall be provided to the Council prior to its effective date by posting of said rule change on the bulletin board sixty ~~(60)~~(30) ten ~~(10)~~ days prior to the effective date so the union can comment within two weeks, unless circumstances dictate the imposition of an immediate effective date for the rule change.

SECTION 5:

The Council recognizes the need for a probationary period for new employees. The purpose of the probationary period is to observe the new employee's work in order to secure the most effective adjustment of a new employee to the position and to reject any employee whose performance does not meet the required work standards.

The probationary period shall be twelve (12) months for sworn law enforcement personnel and six months (6) for other unit employees from the employee's first day of work. During the probationary period, the employee's supervisor will notify the employee in writing if performance is not satisfactory.

If the newly hired probationary employee has been found to be unsatisfactory, the employee shall be dismissed by the department head at the time of such determination and shall not be eligible to use the grievance procedure outlines in this Agreement.

In the event an employee is promoted within the department, he shall serve a six (6) month probationary period. If such employee, who is serving a probationary period incurred as a result of a promotion, is determined to be unqualified in that position, the employee shall revert to the position and status held immediately prior to promotion.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 1:

A grievance shall be defined as any difference, dispute, or complaint regarding the interpretation or application of the terms of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Council. The aggrieved employee may be accompanied at any grievance procedure by a Council representative.

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

## SECTION 2:

Should any grievance arise, there shall be an earnest effort by the parties to settle such grievance promptly through the following steps:

### Step 1:

The aggrieved employee shall orally present his grievance to his immediate supervisor within five (5) working days of the occurrence of the alleged grievance. The supervisor shall obtain the facts concerning the alleged grievance and shall, within two (2) working days following receipt of the grievance, meet with aggrieved employee. The supervisor shall notify the aggrieved employee of the decision, in writing, not later than two (2) working days following the meeting.

### Step 2:

If the grievance is unresolved in Step 1, then the employee shall submit the grievance, in writing, along with the response from the supervisor to the Director of Public Safety. This shall be done within five (5) working days of the time the response was received in Step 1. The Director of Public Safety shall meet with the aggrieved employee within ten (10) working days after his receipt of the grievance. Within ten (10) working days following the meeting date, the Director of Public Safety shall notify the aggrieved employee of this decision, in writing.

### Step 3:

If the grievance is unresolved in Step 2, then the employee shall submit the grievance, in writing, along with the response from the supervisor and the Director of Public Safety to the City Manager. This shall be done within five (5) working days of the time the response was received in Step 2. The City Manager shall meet with the aggrieved employee within ten (10) working days after his receipt of the grievance. Within ten (10) working days following the meeting date, the City Manager shall notify the aggrieved employee of this decision, in writing.

### Step 4:

In the event that the grievance is still unresolved, the grievance may be submitted to final and binding arbitration as provided in Step 5.

### Step 5:

Within five (5) working days of the date of the decision of the City Manager, the Council shall notify the City Manager of its intent to arbitrate. The City and the Council shall jointly request, from the Federal Mediation and Conciliation Service, a list of five (5) names of qualified arbitrators. Within five (5) working days after receipt of such a list, representatives of the City and the Council shall meet and each party shall strike two (2) names from the list in alternating fashion. The party striking first will be determined by the toss of a coin. Upon the selection, as promptly as can be arranged, the arbitration hearing shall be held. The decision of the arbitrator shall be final and binding on both parties, provided however, that the decision is not in violation of Florida's Arbitration Code.

SECTION 3:

The cost of the arbitrator shall be paid solely by the losing party. The parties shall be responsible for the costs of their own witnesses and the cost of any transcript requested by them. Copies of the decision of the arbitrator shall be furnished to the City, the Council, and the aggrieved employee within thirty (30) days from the date of the hearing.

SECTION 4:

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

All grievances must be handled exclusively as set forth in this procedure. Both the City and the Council agree that no issue, which may be the subject of a grievance under this Agreement, as defined above, may be addressed, challenged or presented to the Neptune Beach Civil Service Board.

Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisors or the Director of Public Safety. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors in accordance with the Department's "open door policy." Any employee's informal discussion with his or her supervisor, sergeant, lieutenant or the Director of Public Safety, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.

If the aggrieved employee requests Union representation, the grievant will notify the City, and the grievant will be responsible for notifying the Council of any meeting called for the resolution of such grievance.

Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The City is not required to consider, respond to, or act upon, any grievance which is not filed within the time set forth in this Article. A grievance shall be considered settled at any point when the employee fails

to file the necessary written notice to invoke the next step of the grievance procedure.

SECTION 5:

Grievances involving or affecting more than one (1) member of the bargaining unit may be filed collectively by the Council.

ARTICLE VI  
DISCIPLINE AND DISCHARGE

SECTION 1:

No employee shall be demoted, suspended without pay, dismissed, or otherwise disciplined without just cause. Employees shall have the right to appeal demotions, suspensions, dismissals, or other disciplinary actions by utilizing the grievance procedures of this Agreement or any other administrative appeal mechanism available to them. Upon utilizing one of the available appeal mechanisms, the employee shall forfeit the right to use any other administrative appeal mechanism. The City shall furnish the employee to be disciplined demotion, suspension or dismissal, a written statement specifying in detail the reasons for the discipline at the time the notice of discipline is given to the employee.

SECTION 2:

The provisions of Chapter 112, Part VI, Florida Statutes (1998), known as the Law Enforcement Officer's Bill of Rights, are incorporated herein to the same extent as if set forth herein and are hereby made a part hereof and shall be complied with by the City in all disciplinary actions against police officers. Should Chapter 112, Part VI, be repealed during the life of this Agreement, its provisions will continue to be in effect as a contractual provision, unless a new statute covering these matters is enacted. In such event, the new statute shall apply.

SECTION 3:

Upon appeal of any discipline, other than discharge or suspension in excess of five (5) days, which result in an arbitration, the employee shall have the burden of providing, by a preponderance of the evidence, that the City committed an abuse of discretion in a decision, conclusion, or credibility resolution concerning the discipline. Upon appeal of any discharge or suspension in excess of five (5) days, which results in an arbitration, the City shall have the burden of providing, by a preponderance of the evidence, that the employee engaged in the conduct charged. The burden of proof is on the Union for interpretation of the Contract.

SECTION 4:

In determining the level of discipline, the City will consider the severity of the offense, the number of offenses

committed, the employee's performance record, prior discipline, prior commendations, and other mitigating or aggravating factors.

SECTION 5:

All employees shall have an opportunity to state their position concerning the alleged offense to the Director of Public Safety, or his designee, prior to imposition of any discipline which would result in loss of pay or discharge.

ARTICLE VII

RECALL PAY

SECTION 1:

Any employee who is recalled to duty, after having left for the day, or on a regularly scheduled day off, vacation day or compensatory day, or more than two (2) hours prior to the start of his regular scheduled tour of duty, shall be guaranteed a minimum of three (3) hours overtime pay.

For the purpose of this Section, recall is defined as any duty, detail or response to a lawful order to be performed within or without the City for which the employee can be disciplined.

SECTION 2:

Any employee whose appearance is required in Traffic or Criminal Court as a result of a matter arising out of the course of his employment shall receive a minimum of three (3) hours overtime pay if such attendance is during employee's off-duty time. Appearance in Civil Courts, pretrial conferences, filing affidavits, and depositions arising out of the employee's official duties shall be compensated as overtime for the actual time spent, including reasonable travel time to and from the employee's home, if such event occurs during the employee's off-duty hours.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

SECTION 1:

Nothing in this article shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.

SECTION 2:

The work cycle shall be twenty-eight (28) days work period pursuant to the Fair Labor Standards Act 7(k) exemption and seven (7) days for un-sworn staff. It is understood, however, that the Neptune Beach Police Department is a twenty-four (24) hour, seven

(7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to change shifts, or to increase, decrease, initiate, restrict and cancel a shift to suit the needs and requirements of the department.

SECTION 3:

The determination of the daily and weekly work schedules, including starting, ending, lunch and break times of bargaining unit employees shall be established by the Director of Public Safety subject to approval by the City Manager. All employees of the bargaining unit shall have reasonable opportunity for lunch breaks during their normal work hours.

SECTION 4:

Overtime: Any hour worked by ~~sworn~~ personnel covered by the agreement over 160 in a 28-day cycle shall be paid at time and one-half. Absences from work without pay and ~~personal~~ leave shall not count as hours worked for the purposes of computing overtime. Compensatory time may be given in lieu of overtime pay. Compensatory time shall be earned at the same rate it would have been paid as overtime. Whether to give compensatory time in lieu of overtime pay, when the employee requests compensatory time, shall be at the discretion of the City. The maximum accrual of compensatory time is 100 hours. For clarification, 100 hours of compensatory time means 66.75 hours worked at an overtime rate.

Section 5:

On-Call: When an employee is assigned on-call duty, the employee must be available and fit to return for duty promptly. An employee assigned to on-call duty will receive one hour of straight time pay for every twenty-four (24) hours of on-call duty. In the event an employee assigned to on-call duty fails to respond to a call to work or reports unfit to work, he/she will forfeit the on-call pay and will be subject to disciplinary measures up to and including discharge.

Section 6:

When a Police Officer is designated the "Officer in Charge" by his supervisor, that Officer shall receive 5% pay increase per hour for those hours served as "Officer in Charge". This pay increase will be placed on the time sheet and approved by the supervisor.

ARTICLE IX

UNIFORM ALLOWANCE

SECTION 1:

The City agrees to provide, at no cost to the employee, uniforms and equipment necessary for the performance of the employee's duties. The City shall also provide for the cleaning of uniform shirts and trousers at no cost to the employee.

SECTION 2:

The unit representative may submit recommendations for any changes proposed by unit members with regard to uniforms and equipment.

SECTION 3:

The City agrees to reimburse the employee for the reasonable value of any personal property, such as eyeglasses, sunglasses, wrist watch, dental plates, false teeth, or clothing, lost, destroyed or damaged in the course of his or her employment. False teeth shall be repaired or replaced if damaged or destroyed, but in no event will the City pay more than two hundred dollars (\$200.00). All other personal property shall be repaired or replaced at a cost to the City of up to, but not exceeding one hundred dollars (\$100.00). Any personal equipment which is kept in the employee's official vehicle and is used in the performance of the employee's duties, shall be replaced or repaired by the City only if the use of such property was previously approved by the Director of Public Safety.

SECTION 4:

The City shall provide footwear for all uniformed employees at no cost to the employee and shall replace such footwear when the Director of Public Safety deems it to be unserviceable.

SECTION 5:

The City shall provide a clothing allowance for the assigned investigators of two hundred fifty dollars (\$250.00) per quarter to purchase and maintain clothing appropriate for their work.

ARTICLE X

HOLIDAYS

SECTION 1:

The following days shall be designated as paid holidays for all unit members.

|                             |                          |
|-----------------------------|--------------------------|
| NEW YEAR'S DAY              | January 1                |
| MARTIN LUTHER KING, JR. DAY | 3rd Monday in January    |
| PRESIDENTS' DAY             | 3rd Monday in February   |
| POLICE MEMORIAL DAY         | May 15                   |
| MEMORIAL DAY                | Last Monday in May       |
| INDEPENDENCE DAY            | July 4                   |
| LABOR DAY                   | 1st Monday in Sept.      |
| VETERANS' DAY               | November 11              |
| THANKSGIVING DAY            | 4th Thursday in November |
| DAY AFTER THANKSGIVING      | Day after Thanksgiving   |
| CHRISTMAS EVE               | December 24              |
| CHRISTMAS DAY               | December 25              |

Non-sworn employees shall receive a floating holiday in lieu of Police Memorial Day.

SECTION 2:

Any employee within the bargaining unit who shall be required to perform work or to render service on any of the above listed holidays shall be compensated at one and one-half (1 1/2) times the employee's regular straight time hourly pay for any hours worked in addition to his/her straight pay for hours worked or the City may elect to schedule the employee to take the hours worked off at another date mutually agreed to by the employee and the City, at the same rates as overtime payment.

Whenever a holiday occurs on an employee's scheduled day off, the City shall schedule the employee to take a day off at another time mutually agreed to, or to compensate him/her at the straight hourly rate of pay in order to equalize the holiday listed above.

ARTICLE XI  
EDUCATIONAL TUITION AND BOOKS

The City shall reimburse employees for the cost of tuition and books directly related to advanced educational courses by the employee. Said courses shall be job related or job enhancing as determined by the Director of Public Safety, and the student/employee must receive a final grade of a "C" or above in the course. Such reimbursement shall be made after the employee completes the course of study and presents documentation of the final grade. Such reimbursement shall be 100% for a grade of "A", 90% for a grade of "B", or 80% for a grade of "C". No reimbursement shall be made for incomplete courses.

ARTICLE XII  
INSURANCE

The City shall provide each unit employee with Life and Health insurance at no cost to the employee.

The City shall provide each unit employee with life insurance double the amount of annual salary.

The City shall pay a maximum of 50% toward dependent coverage.

#### ARTICLE XIII

##### DUES DEDUCTION

###### SECTION 1:

Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Council dues (Appendix A - City of Neptune Public Safety Dues Deduction Authorization). Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form from any employee.

###### SECTION 2:

This Article covers regular dues and uniform assessments. The City is not required to deduct fines, fees, penalties, or special assessments in accordance with 447.303, Florida Statutes.

###### SECTION 3:

The City shall not be monetarily liable to the Council on account of any error in complying with this Article. In the event of additions or deletions it will be the Council's obligation to send the City a current list showing additions or deletions of the names of the employees currently authorizing dues deduction at least thirty (30) days in advance. All remittances are to be deemed correct unless the Council notifies the City within one week after receipt of same.

###### SECTION 4:

In the event the City deducts from an employee's pay more than the authorization calls for, the employee must look to the Council and not the City for a refund or adjustment.

The Council will indemnify, defend, and hold harmless against any liability claims of any kind, suits, orders or judgments brought or issued against the City based on any payroll deductions as provided for in this Article.

#### ARTICLE XIV

##### PERSONAL LEAVE PLAN

###### SECTION 1:

Method of Earning and Accruing Personal Leave:

(a) Employees shall accrue personal leave with pay for straight time hours worked in accordance with the following schedule:

| <u>Years of Service</u>   | <u>Hours Accrued Per Year</u> |
|---------------------------|-------------------------------|
| 0 months through 4 years  | 160                           |
| 5 years thorough 9 years  | 184                           |
| 10 years through 14 years | 208                           |
| 15 years through 19 years | 232                           |
| 20 years through 24 years | 256                           |
| 25 years or more          | 280                           |

(b) Employees shall earn leave time based on time actually worked and time on approved leave with pay.

(c) Personal leave will be credited to the employee at the rate stated on a monthly basis. The leave shall be credited on the last day of the pay period.

(d) The rate of accrual shall change to the higher rate on the anniversary date of employment.

#### SECTION 2:

Personal leave shall accrue to a maximum of six hundred forty (640) hours. Employees who have at least 240 hours accumulated may sell back to the City up to eighty (80) personal leave hours four (4) times per year, but only once every 3 months, for a maximum of 320 hours per year.

Employees, when eligible and authorized, may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave earned.

Request for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave request of two (2) or more consecutive working/shift days. Request for personal leave of less than two (2) consecutive working/shift days must be submitted as soon as practicable. These advance notice requirements may be waived by the Director of Public Safety. Requests for leave of any nature, as provided above, shall not be unreasonably denied.

The minimum amount of personal leave to be taken and charged shall be four (4) hours if another employee must be called into cover a remaining portion a shift. If no employee must be called in to cover the employee taking leave, then the minimum amount of leave that can be taken and charged is one (1) hour. Personal leave will be charged only against an employee's regular workday, and shall not be charged for absence on prearranged overtime work, unscheduled call in overtime, or holidays.

#### SECTION 3:

An employee must notify the Police Department as early as possible, and no later than thirty (30) minutes before starting time, the first day the employee is unable to report to work

because of illness. The employee will notify the Police Department of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where an employee is abusing personal leave taken for illness. (Example: when leave for illness is combined with regular days off more than three (3) times annually.)

Upon resignation or separation in good standing following the completion of at least seven (7) years of service, the employee shall be paid for unused accrued personal leave, up to a maximum of five hundred fifty (550) hours.

Upon resignation or separation of an employee in good standing with less than seven (7) years of service, the employee shall be paid for seventy-five percent (75%) of all unused personal leave on an hour for hour basis.

#### SECTION 4:

Employees may be granted four (4) hours off without loss of pay as funeral leave to attend the funeral of an employee of the City of Neptune Beach if so authorized by the City Manager.

At the time of a death of a member of the employee's immediate family, the employee may be granted up to five (5) days off without loss of pay as funeral leave, not otherwise chargeable.

### ARTICLE XV

#### WAGES

All full-time eligible employees shall receive base wage increases as set forth in the salary schedule and career track.

### ARTICLE XVI

#### LINE OF DUTY INJURY

#### SECTION 1:

Any employee who sustains a temporary disability as the result of an illness or injury in the course of and arising out of the employee's performance of his or her duties, shall, in addition to the benefit payable under Workers' Compensation, be entitled to the following benefits:

- (a) During the first twenty (20) days of such disability, the employee shall receive his or her full salary, less the amount of money paid under Workers' Compensation.

(b) The City may, at its exclusive discretion, extend this benefit in increments of twenty (20) days, not to exceed a total of twenty-four weeks, except as noted below.

SECTION 2:

If the employee brings litigation or administrative action under provisions of the Workers' compensation Act while receiving the above benefits, entitlement to the supplemental benefit shall terminate immediately.

SECTION 3:

The City may require the employee to be examined every (20) days by a medical doctor selected by the City to determine whether the employee should be continued on such leave or return to duty.

SECTION 4:

In the event that an employee fails to return to work due to a disagreement between medical doctor(s) for the employee and the City, the City shall select a third, duly qualified medical doctor who shall resolve the medical disagreement. In resolving the disagreement between the employee's doctor and the City's doctor, the decision of the third doctor shall be final and not subject to grievance. If such line of duty injury leave continues through the twenty-fourth week following the pay period in which the injury occurred, the supplemental pay shall be terminated. Upon termination of this benefit, the employee shall be entitled to those benefits prescribed by Workers' Compensation, the City pension plan, and the employee's accrued leave. Notwithstanding, the City may, at its exclusive discretion, extend the leave beyond the 24-week limit.

ARTICLE XVII

INFECTIOUS DISEASE CONTROL

SECTION 1: GENERAL

A. Acquired Immune Deficiency Syndrome (AIDS) is reaching epidemic status, but prudent precaution can reduce the spread of this virus. This policy has been developed so that the City may manage those things that can be reasonably predicted will occur in the performance of the employee's duties, and protect City personnel from unnecessary exposure to this virus and other infectious diseases.

B. All City personnel, including public safety personnel, routinely come into contact with members of the public. It is predictable that employees will come into contact with a person who has an infectious disease such as AIDS, hepatitis, or other infectious diseases. There are no reported instances where City employees, including public safety employees, have contracted AIDS as a result of a duty related incident. In instances where the AIDS virus has been transmitted to health care workers, the

cause was from handling of blood samples with ungloved hands, piercing of skin, for example. Caution should be exercised by all employees when dealing with blood, items stained with blood, or other body fluids, and persons of high risk groups.

## SECTION 2: EMPLOYMENT

A. AIDS testing shall not be required as a basis for promotion, hiring or continued employment unless it can be clearly demonstrated that an AIDS test is a bona fide occupational qualification (BFOQ) for the job in question. If an AIDS test is required, it will be based on current facts relating to a job and not a speculation of future needs.

B. Decisions concerning the continued employment of AIDS victims shall be based upon their ability to perform their assigned duties effectively. Confirmed cases of employees with AIDS will be handled on an individual basis. If said employee is unable to perform the duties assigned to his/her position, the employee may be reassigned within a classification, temporarily assigned outside the classification, granted leave with pay to the extent that the employee has accrued sick leave, vacation leave, or compensatory time, granted a leave of absence without pay for health reasons, or given a medical termination. In the event the disease can be shown have been incurred in the line of duty, the employee may be granted a disability retirement.

C. The City will observe all State and Federal Laws relative to information regarding an employee's medical condition and the confidentiality of said medical condition in records of an employee.

## SECTION 3: DISCIPLINARY ACTION

Employees who refuse to work with another employee who has AIDS will be determined to be insubordinate and the refusing employee shall be disciplined accordingly unless it can be shown that working with an infected person would create a medical risk to the employee.

## SECTION 4: PROCEDURE

A. Discretion should be used by employees to limit their exposure to contagious diseases while performing their assigned duties.

B. Protective disposable gloves and other infectious disease control materials should be used, if needed, by employees who come in direct contact with blood and other body fluids. Employees are required to carry issued protective disposable gloves while on their tour of duty where exposure to infectious disease is likely to occur. The City shall provide such protective materials to each employee at no cost to the employee.

C. Examples of high risk exposure include, but are not limited to, the following:

1. The handling of bloody or wet items where scratches, cuts or open sores are noticed on the areas of contact.
2. Direct contact with body fluids on an area where there is an open sore or cut.
3. Direct mouth to mouth resuscitation CPR.
4. The receiving of a cut or puncture would as a result of contact with a citizen.

#### SECTION 5: TRAINING AND EDUCATION

The City shall provide an educational program regarding AIDS and other infectious diseases utilizing public health sources, for example HRS. The program will include, but not be limited to, handling on-site injuries and exposure to body fluids.

#### ARTICLE XVIII

#### DRUG TESTING

#### SECTION 1: DRUGS TO BE TESTED FOR:

When drug and alcohol screening is required under the provisions of this section, a urinalysis test will be given to detect the presence of the following drug groups:

- A. Alcohol (ethyl)
- B. Amphetamines (e.g., speed)
- C. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- D. Cocaine
- E. Methaqualone (e.g., Quaalude)
- F. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)
- G. Phencyclidine (PCP)
- H. THC (Marijuana)

#### SECTION 2: EMPLOYEE TESTING: GENERAL STANDARDS

A. The City may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

1. A pattern of abnormal or erratic behavior consistent with drug or alcohol abuse;
2. Information provided by a reliable and credible source;
3. An unexplainable work-related accident;
4. Direct observation of drug or alcohol use; or
5. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

B. Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation, including any statement or evidence provided by the employee in response to the allegation, shall be forwarded to the appropriate department head or designee. The department head or designee shall make the final determination as to whether "reasonable suspicion" exists.

C. If a citizen reports having observed an employee using drugs or abusing alcohol, such observation without corroborating evidence, shall not be construed as "reasonable suspicion" unless the citizen provides a sworn, written statement of his observation to the appropriate supervisor.

### SECTION 3: SUPERVISOR TRAINING

The City shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and alcohol use.

### SECTION 4: PRIOR NOTICE OF TESTING

The City shall provide written notice of its drug and alcohol testing policy to all employees. The notice shall contain the following information:

- A. The need for drug and alcohol testing.
- B. The circumstances under which testing may be required.
- C. The procedures for confirming and initial positive drug test result.
- D. The consequences of a confirmed positive test result.
- E. The consequence of refusing to undergo a drug and alcohol test.

F. The right to explain a positive test result and the appeal procedures available.

G. The availability of drug abuse counseling and referral services.

#### SECTION 5: CONSENT

A. Before a drug and alcohol test is administered employees will be asked to sign a consent form permitting the release of test results to his/her department head and/or the City Manager. This consent form shall provide space for employees to acknowledge that they have been notified of the City's drug testing policy and to indicate current or recent use of prescription or over-the-counter medication.

B. The consent form shall also set forth the following information:

1. The procedure for confirming an initial positive test result.
2. The consequences of a confirmed positive test result.
3. The right to explain a confirmed positive test result.
4. The consequences of refusing to undergo a drug and alcohol test.

#### SECTION 6: REFUSAL TO CONSENT

An employee who refuses to consent to a drug and alcohol test when reason suspicion of drug use has been identified is subject to disciplinary action up to and including termination. The reason for the refusal shall be considered in determining the appropriate disciplinary action.

#### SECTION 7: CONFIRMATION OF TEST RESULTS

A. An employee whose drug test yields a positive result shall be given a second test using a chromatography/mass spectrometry (GS/MS) test. The second test shall use a portion of the same test sample withdrawn from the employees for use in the first test.

B. If the second test confirms the positive test results, the employee shall be notified on the results in writing by the appropriate department head or designee. The letter of notification shall identify the particular substance found and its concentration level.

C. An employee whose second test confirms the original positive test result may, at the employee's own expense, have a

third test conducted on the same sample at a laboratory approved by the City pursuant to section 12 below.

#### SECTION 8: THE RIGHT TO A HEARING

A. If an employee's positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. The employee must make a written request for a hearing to the appropriate department head or designee within 15 days of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them.

B. No adverse personnel action may be taken against an employee based on a confirmed drug test result unless and until the City Manager finds by a preponderance of the evidence that:

1. The employee's supervisor has reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job.

2. The employee's drug test results are accurate.

C. Within 20 days following the close of the hearing, a brief summary of the facts and evidence supporting that decision.

#### SECTION 9: MANDATORY EAP REFERRAL

Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the City may refer the employee to an Employee Assistance Program for assessment, counseling, and rehabilitation. Participation in an EAP may be mandatory, and disciplinary action (including termination) may be taken against an employee for failure to begin or complete an EAP program. Disciplinary action based on a violation of the City's drug and alcohol policy is not automatically suspended by the employee's participation in an EAP and may be imposed when warranted.

#### SECTION 10: CONFIDENTIALITY OF TEST RESULTS

All information from an employee's drug and alcohol test is confidential and only the employee's department head and the City Manager are to be informed of test results. The results of a positive drug test shall not be released until the results are confirmed.

#### SECTION 11: PRIVACY IN DRUG TESTING

Urine samples shall be provided in a private restroom stall or similar enclosure so that the employees may not be viewed while providing the sample. Employees will be given hospital gowns to wear while they are providing samples in order to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test

area. The water in the commode shall be colored with blue dye to protect against dilution of the test samples.

#### SECTION 12: LABORATORY TESTING REQUIREMENTS

All drug and alcohol testing of employees shall be conducted at medical facilities or laboratories selected by the City. To be considered as testing site, a medical facility or lab must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the City in selecting a testing facility shall include:

A. Testing procedures which insure privacy to employees consistent with the prevention of tampering.

B. Methods of analysis which insure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.

C. Chain-of-custody procedures which insure proper identification labeling, and handling test samples.

D. Retention and storage procedures which insure reliable result of confirmatory tests of original samples.

### ARTICLE XIX

#### PERSONNEL RECORDS

##### SECTION 1:

The City shall maintain an official personnel file for each employee of the City. Such files shall be centrally maintained.

##### SECTION 2:

A. The only personnel records that may be used as a basis for official action are those which may appear in the official City personnel file.

1. Formal Counselings cannot be used against a member for progressive disciplinary purposes after one year from date of issuance.

2. Sustained Written Reprimands without suspension cannot be used against a member for progressive discipline purposes after three years from the date of case disposition.

3. Sustained Written Reprimands with suspension cannot be used against a member for progressive discipline purposes after five years from the date of a case disposition.

SECTION 3:

The rights of an employee to inspect any and all records of the City, as provided in Chapter 119, Florida Statutes, shall not be abridged.

SECTION 4:

Employees shall be permitted to submit a written rebuttal to any disciplinary action within five (5) calendar days after receipt of such action. Such a written rebuttal shall be in addition to any appeal rights provided under Article V, Grievance Procedure.

SECTION 5:

Employees shall be notified at the earliest practicable time following the request by a private citizen to review the official personnel file of the employee.

ARTICLE XX

LONGEVITY

All full-time employees covered by this Agreement shall receive Twenty-five (\$25.00) dollars per month wage increase for each five (5) years of continuous service with the Neptune Beach Police Department up to 25 years. ~~Employees who reaches 25 years of continued service will receive an additional Twenty five (\$25.00) per month.~~

|                   |         |
|-------------------|---------|
| Five year:        | \$25.00 |
| Ten year:         | \$25.00 |
| Fifteen year:     | \$25.00 |
| Twenty year:      | \$25.00 |
| Twenty Five year: | \$50.00 |

ARTICLE XXI

SEVERABILITY AND WAIVER

SECTION 1:

In the event any article, section, portion, or clause of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to specific Article, Section, clause or other provision therein specified in the court's decision. Upon any such judicial determination, the City and the Council will promptly negotiate to reach an agreement upon a substitute for the provisions found to be invalid.

SECTION 2:

The exercise or non-exercise of the rights covered by this Agreement by the City or the Council shall not be deemed to waive any such right to exercise them in the future.

ARTICLE XXII

The Appendixes here to attached will be considered part of the contract.

ARTICLE XXIII

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Therefore, the City and Council, for the life of this Agreement, each voluntarily and unqualifiedly waived the right to require further collective bargaining, and each agree that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

This Agreement contains the entire contract, understanding, undertaking, and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

ARTICLE XXIII

DURATION MODIFICATION AND TERMINATION

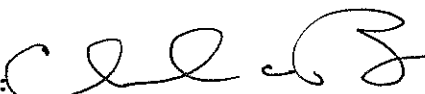
The Agreement shall be effective on October 1, 2008, and shall continue in full force and effect until September 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective employees and representatives hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2008.

NEPTUNE BEACH PUBLIC SAFETY DEPARTMENT LABOR COUNCIL

CITY OF NEPTUNE BEACH

By: \_\_\_\_\_  
Jim Jarboe, City Manager

By:  \_\_\_\_\_  
Its: President

Approved this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_  
Dick Brown, Mayor

Attest: \_\_\_\_\_  
Lisa Volpe, City Clerk

COUNCIL \_\_\_\_\_

APPROVED BY CITY

(CITY SEAL)

APPENDIX A

CITY OF NEPTUNE BEACH  
DEPARTMENT OF PUBLIC SAFETY

DUES DEDUCTION AUTHORIZATION

TO: Finance Director

The undersigned hereby authorizes the City to deduct \$\_\_\_\_\_ per pay period from my salary from the City of Neptune Beach and pay the same to the Neptune Beach Public Safety Department Labor Council, until further notice by me. All previous authorizations are hereby revoked.

My Social Security No. is: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Name of Employee (Print or Type)

EFFECTIVE DATE: \_\_\_\_\_

## APPENDIX B

BASIC RECRUIT - Hired upon the successful completion of the recruit academy. An Officer remains in this category and cannot advance within Career Tracks until six (6) months of service is completed from the date of hire.

### PUBLIC SAFETY OFFICER I

Public Safety Officer I. is maintained until 700 points are accumulated, FTO is successfully completed and three (3) years service is completed. When points and criteria have been attained, along with competent or above competent evaluations, the officer moves to Public Safety Officer II.

The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree - Officer must complete certification as a radar operator and attain 200 points.

Second Degree - Officer must complete a 40 hour training course approved by the Director of Public Safety and attain 400 points.

Third Degree - Officer must complete a 40 hour training course approved by the Director of Public Safety and attain 600 points.

### PUBLIC SAFETY OFFICER II

At this level the officer receives training in investigation and arrest plus training in the officer's choice of specialized instruction that will assist the agency (Crime Prevention Specialist, School Resource Officer, etc.) The officer also begins working on an associate's degree. When 1500 points have been attained along with the required training (This includes all those points acquired as a Public Safety Officer I.), competent or above evaluations and completion of ten (10) years of service, the officer may move to Public Safety Officer III.

The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree - Officer must complete a 40 hour training course approved by the Director of Public Safety and attain 700 points.

Second Degree - Officer must complete an advanced 40 hour training course approved by the Director of Public Safety and attain 800 points.

Third Degree - Officer must complete an advanced 40 hour training course approved by the Director of Public Safety and attain 900 points.

Fourth Degree - Officer must complete an advanced 40 hour training course approved by the Director of Public Safety and attain 1000 points.

Fifth Degree - Officer must complete an advanced 40 hour training course approved by the Director of Public Safety and attain 1100 points.

Sixth Degree - Officer must complete Case Preparation and Court Presentation (40 hrs.) or Criminal Law (40 hrs.) and attain 1200 points.

Seventh Degree - Officer must complete Crime Scene Procedures (40hrs.) or Interviews and Interrogations (40 hrs.) and attain 1300 points.

#### PUBLIC SAFETY OFFICER III (Insignia - 1 stripe)

At this level the officer will be able to conduct follow-up investigations and continues working towards an associate's degree. In addition they begin to develop specialized skills in such area as drug enforcement, evidence gathering, and crime prevention. To advance to Public Safety Agent I, 2100 points are needed along with the required training, competent or above competent evaluations, six (6) years of service and an associate's degree or 60 semester hours of approved college credits. The officer will also have to demonstrate competency in investigations by presenting his three (3) most recent, proficient investigations to a panel of Supervisors.

The mandatory training and cumulative points to be earned for advancement through the Degrees of the Grade are:

First Degree - Advanced Report Writing and Review (40 hrs.) or its equivalent successor course and attain 1500 points.

Second Degree - Narcotics Identification and Investigation (40 hrs.) and attain 1700 points.

Third Degree - Sex Crimes Investigation (40 hrs.) and attain 1900 points.

Fourth Degree - Human and Community Relations (40 hrs.) and attain 2100 points.

PUBLIC SAFETY AGENT I (Insignia - 2 stripes)

Agents begin to learn leadership styles and work towards completing a bachelor's degree. They will conduct investigations into felony crimes. They may serve as first line supervisor and field training officer. In order to advance to Public Safety Agent II, the P.S.A.I. shall have seven (7) years of service, must attain 3200 points along with the required training, shall be working towards a bachelor's degree from an educational institution that is acceptable to the Director of Public Safety, and have competent or above competent evaluations.

The required training at this level is:

Line Supervision

PUBLIC SAFETY AGENT II (Insignia - 2 stripes with rocker)

At this level the agent will become proficient in the areas of service, operations and administration. The mandatory training and education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree - Ninety (90) Semester credit hours that apply towards a bachelor's degree in job related or job enhancing courses as determined by the Director of Public Safety. The courses shall be from an institution of higher education that is acceptable to the Director of Public Safety. The required training is:

Instructor - Techniques

Second Degree- Graduation with a bachelor's degree from an institution of higher education that is acceptable to the Director of Public Safety along with training in the following:

Middle Management (40 hrs.)

SUPERVISORY GRADES AND DEGREES

Note: Current Standard Operating Procedure requires an Associates Degree or 60 credit hours toward a BA/BS Degree to be eligible for promotion.

~~PUBLIC SAFETY SERGEANT I~~

~~This is the beginning level for a new supervisor. At this level the Sergeant already has considerable technical skills as a public safety officer and now learns basic supervisory skills along with beginning an associate's degree. To advance to Public Safety Sergeant II, 1600 points are required along with the required training, and competent or above competent evaluations.~~

~~The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:~~

~~First Degree - Line Supervision and attain 1000 points.~~

~~Second Degree — Narcotic Identification and Investigation or Criminal Patrol Drug Enforcement (40 hrs.) or an advanced 40 hour training course approved by the Director of Public Safety and attain 1200 points.~~

~~Third Degree — Special Tactical Problems or an advanced 40 hour training course approved by the Director of Public Safety and attain 1400 points.~~

~~PUBLIC SAFETY SERGEANT II~~

~~This is an intermediate level for a supervisor. An employee at this level will be working towards an associate's degree. To advance to Public Safety Master Sergeant I, 2200 points are required along with the required training and an associate's degree or 60 hours of approved college education, and competent or above competent evaluations.~~

~~The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:~~

~~First Degree — Human and Community Relations or an advanced 40 hour training course approved by the Director of Public Safety and attain 1600 points.~~

~~Second Degree — Instructor Techniques or an advanced 80 hour training course approved by the Director of Public Safety and attain 1800 points.~~

~~Third Degree — Field Training Officer or an advanced 40 hour training course approved by the Director of Public Safety and attain 2000 points.~~

~~PUBLIC SAFETY MASTER/SERGEANT I~~

~~At this level the Sergeant is a seasoned supervisor. The supervisor will learn additional leadership styles and be working towards completing a bachelor's degree. The person in this position is expected to maintain competent or above competent evaluations along with a high level of proficiency in supervision and law enforcement operations.~~

~~The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:~~

~~First Degree - Middle Management or an advanced 40 hour training course approved by the Director of Public Safety and attain 2200 points.~~

~~Second Degree - Executive Development or an advanced 40 hour training course approved by the Director of Public Safety and attain 2400 points.~~

~~Third Degree - Building and Maintaining a Sound Behavioral Climate or an advanced 40 hour training course approved by the Director of Public Safety and attain 2600 points.~~

PUBLIC SAFETY MASTER/SERGEANT II

At this level the supervisor will complete his/her bachelor's degree.

The mandatory education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree - Ninety (90) Semester credit hours that apply towards a bachelor's degree in job related enhancing courses as determined by the Director of Public Safety. The courses shall be from an institution of higher education that is acceptable to the Director of Public Safety.

Second Degree - Graduation with a bachelor's degree from an institution of higher education that is acceptable to the Director of Public Safety.

NOTES:

1. There will be no reduction in salary for any employee in the collective bargaining unit during the term of this contract. All officers will be compensated in accordance with the Career Tracks program contained in this Agreement. No officer is entitled to a pay increase in excess of what the Compensation Schedule indicates. If officers in a particular class are presently receiving more than the Compensation Schedule indicates for their present level, their salary will not be reduced, however, they will not be eligible for an increase in salary within the career tracks system until they progress to a Degree in the Career Tracks Program that pays a higher salary.

2. All personnel (sworn and non-sworn) will receive an increase in salary of 3% beginning October 1<sup>st</sup>, 2008.

3. Sworn personnel will be able to advance one (1) step, if available, within the career tracks system provided the criteria for the advancement has been met.

4. In the event an educational class specifically listed is not readily available for an officer to use for advancement, a class may be substituted if pre-approved by the Chief/Public Safety Director before the class is taken. The approval for a substitution class will not be unreasonably denied.

## CAREER TRACKS POINT SYSTEM

---

| CRITERIA   | POINTS  |
|--|---|
| Basic Recruit School   | 400 points                                    |
| Approved in-service training                                       | 1 point per hour                              |
| College semester hour  | 15 points per hour                            |
| College quarter hour   | 10 points per hour                            |
| Firearms qualification   |   |
| PASS   | 6 points                                      |
| FAIL   | 0 points                                      |
| In-house training/meetings   | 5 points per meeting                          |
| Performance evaluations  |   |
| Below competent performance evaluation                             | 0 points                                      |
| Competent evaluation   | 25 points                                     |
| Above competent evaluation   | 40 points                                     |
| Job related physical ability test events<br>successfully completed | 2 points per event                            |
| Successful completion of the<br>FDLE physical ability test         | 10 points                                     |
| Completion of Fire Fighter certification                           | 30 points                                     |
| Seniority  | 35 points per year to<br>beginning of program |

**COMPENSATION FOR SWORN OFFICERS**

**Non-Supervisory Personnel**

| Rank                                 | Degrees   | FY 2009<br>Salary |
|--------------------------------------|---|-------------------|
| Basic Recruit (0 - 6) months Service |   | 34,560            |
| PSO I                                | Minimum Service to enter PSO I is six (6) months. |                   |
|                                      | 1st   | 35,943            |
|                                      | 2nd   | 37,380            |
|                                      | 3rd   | 38,874            |
| PSO II                               | Minimum Service to enter is Three (3) Years.      |                   |
|                                      | 1st   | 40,370            |
|                                      | 2nd   | 41,864            |
|                                      | 3rd   | 43,361            |
|                                      | 4th   | 44,857            |
|                                      | 5th   | 46,352            |
|                                      | 6th   | 47,848            |
|                                      | 7th   | 49,343            |
| PSO III                              | Minimum Service to enter is Ten (10) years.       |                   |
|                                      | 1st   | 50,838            |
|                                      | 2nd   | 52,332            |
|                                      | 3rd   | 53,800            |
|                                      | 4th   | 56,983            |
| PSA I                                | Minimum Service to enter is Six (6) years.        |                   |
|                                      | *   | 58,690            |
| PSA II                               | Minimum Service to enter is Seven (7) years.      |                   |
|                                      | 1st   | 60,646            |
|                                      | 2nd   | 62,142            |

## Supervisory Personnel

| Rank     | Degrees | FY 2009<br>Salary |                         |
|----------|---------|-------------------|-------------------------|
| PSM/S I  | 1st     | 64,274            |                         |
|          | 2nd     | 66,203            |                         |
|          | 3rd     | 68,189            |                         |
| PSM/S II | 1st     | 70,234            |                         |
|          | 2nd     | 72,341            | (BA/BS Degree Required) |

Beginning/New Hire Compensation for Non-Sworn Positions

| <u>Position</u>                 | <u>2008 Annual Salary</u> |
|---------------------------------|---------------------------|
| Records Clerk/Dispatch:         | \$24,960                  |
| Code Enforcement/ Fire Marshall | \$31,200                  |
| Animal Control                  | \$27,040                  |

## Appendix C

### AWARDS PROGRAM

A semi annual Award's ceremonies will be conducted up to four times a year in the months of January and July, for employees of the Bargaining Unit. The awards ceremony will be presented by the Chief of Police, City Manager and City Council. The City Manager will set the dates for the ceremony to be place on the City Council Agenda. The awards ceremony will include Letters of Appreciation, Letters of Commendation, and all other awards that denote outstanding (above and beyond) service to the community., as provided by the Police Department's Standard Operating Procedures.