

**AGREEMENT**

*between the*

**TOWN OF BELLEAIR, FLORIDA**

*and the*

**SUN COAST POLICE BENEVOLENT ASSOC., INC.**

**October 1, 2025 to September 30, 2028**



# Table of Contents

ARTICLE 1: PREAMBLE .....	3
ARTICLE 2: RECOGNITION .....	3
ARTICLE 3: MANAGEMENT RIGHTS .....	3
ARTICLE 4: NON-DISCRIMINATION.....	4
ARTICLE 5: DUES DEDUCTION .....	4
ARTICLE 6: PBA REPRESENTATION .....	5
ARTICLE 7: PBA BUSINESS.....	5
ARTICLE 8: BULLETIN BOARD .....	5
ARTICLE 9: GRIEVANCE PROCEDURE .....	6
ARTICLE 10: STRIKES AND LOCKOUTS.....	8
ARTICLE 11: LEAVE BENEFITS .....	8
ARTICLE 12: SENIORITY AND REDUCTION-IN-FORCE .....	12
ARTICLE 13: INDEMNIFICATION .....	13
ARTICLE 14: MAINTENANCE OF CONDITIONS .....	13
ARTICLE 15: SAVINGS CLAUSE.....	13
ARTICLE 16: EMPLOYEE RIGHTS .....	14
ARTICLE 17: WORK PERIOD AND OVERTIME.....	14
ARTICLE 18: PAY PLAN.....	16
ARTICLE 19: UNIFORMS AND PROTECTIVE EQUIPMENT.....	17
ARTICLE 20: VEHICLES AND EQUIPMENT .....	18
ARTICLE 21: SAFETY.....	19
ARTICLE 22: JURY DUTY .....	19
ARTICLE 23: SMOKING AND USE OF TOBACCO PRODUCTS.....	20
ARTICLE 24: SUBSTANCE TESTING .....	20
ARTICLE 25 RETIREMENT PLAN .....	25
ARTICLE 26 EDUCATIONAL ASSISTANCE .....	25
ARTICLE 27: INSURANCE.....	25
ARTICLE 28: ENTIRE AGREEMENT .....	26
ARTICLE 29: DURATION .....	26
Appendices .....	28

## **ARTICLE 1: PREAMBLE**

This Agreement is entered into by the Town of Belleair, Florida, hereinafter referred to as the "Town" and the Sun Coast Police Benevolent Association, Inc., hereinafter referred to as the "PBA" for the purpose of promoting harmonious relations between the Town and the employees, to establish an orderly and peaceful procedure, to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, safety and health, as well as, hours of work as specifically outlined in this Agreement.

## **ARTICLE 2: RECOGNITION**

The Town hereby recognizes the PBA as the exclusive Bargaining Agent for the Bargaining Unit of all full-time Police Officers and Sergeants employed by the Town, pursuant to Certification 2162 issued by the Florida Public Employees Relations Commission.

## **ARTICLE 3: MANAGEMENT RIGHTS**

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

**SECTION 2.** In the event the President of the United States, the Governor of the State of Florida, the Town Commission, Town Manager or other designee declares that civil emergency or exigent circumstances exist in the Town, including, but not limited to riots, civil disorders or major meteorological/weather events, the provisions of this Agreement may be suspended by the Town Manager or Chief of Police during the time of the declared emergency, providing that wage rates and monetary fringe benefits shall not be suspended if earned during the emergency period.

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

#### **ARTICLE 4: NON-DISCRIMINATION**

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

#### **ARTICLE 5: DUES DEDUCTION**

**SECTION 1.** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA dues only. The "Authorization Form" found in Appendix A of this Agreement shall be completed by the employee and provided to PBA by the Town.

**SECTION 2.** The PBA will notify the Town of the amount of dues. Such notification shall be certified to the Town in writing over the signature of an authorized officer of the PBA. Changes in PBA membership dues shall be similarly certified to the Town and shall be done at least one (1) month in advance of the effective date of such change.

**SECTION 3.** Dues shall be deducted bi-weekly, and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall indemnify, defend and hold the Town harmless against any and all claims made and against any and all suits instituted and judgments against the Town because of action by the Town in compliance with this Article.

**SECTION 4.** Employee payroll deduction shall be revocable by the employee providing thirty (30) day written notice to the Town. The "Revocation Form" found in Appendix A of this Agreement shall be completed by the employee and provided to PBA by the Town.

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

## **ARTICLE 6: PBA REPRESENTATION**

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

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

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

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

## **ARTICLE 7: PBA BUSINESS**

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

**SECTION 2.** A written request for a PBA related absence shall be submitted to the Chief of Police at least 72 hours prior to requested time off. A verbal request may be made to the Chief, for verbal approval, provided that a written request is submitted within 24 hours of the verbal request substantiating the emergency.

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

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

## **ARTICLE 8: BULLETIN BOARD**

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

- a) Notices of PBA elections and results of elections.
- b) Notices of PBA meetings and minutes of same.
- c) Notices of PBA recreational and social affairs.

All notices to be posted will be signed by an Official of the PBA. A duplicate copy of each notice shall be delivered to the office of the Chief prior to the time the notice is posted. All notices will

include the signature of the Chief or, in his or her absence, the Town Manager or Town Manager's designee, approving the notice. Any material found on the Bulletin Board which is not in compliance with this section shall be removed by an appropriate Town Official and given to the appropriate PBA Official.

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

## **ARTICLE 9: GRIEVANCE PROCEDURE**

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

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

Grievances shall be processed in accordance with the following procedure:

**Step 1.** The aggrieved employee shall discuss the grievance with the Captain of the Police Department within five (5) business days, not including Saturday, Sunday, or holidays, of the occurrence which gave rise to the grievance. A PBA representative may be present to represent the employee if the employee desires him or her present. The Captain shall attempt to adjust the matter and/or respond to the employee within five (5) business days, not including Saturday, Sunday, or holidays.

When a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall advance directly to Step 2 of the grievance procedure but within the time limits provided in Step 1, and shall be signed by the aggrieved employee(s), and the PBA representative on their behalf if the employee(s) so desire his or her assistance. All grievances must be processed within the time limits provided, unless extended by mutual agreement.

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

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

**Step 3.** If the grievance has not been satisfactorily resolved in Step 2, the employee or the PBA, if the employee wishes its assistance, may present a written appeal to the Town Manager within ten (10) business days, not including Saturday, Sunday or holidays. The Town Manager shall meet with the employee and the PBA representative, if the employee wishes him or her present, within ten (10) business days of receipt of the Step 3 grievance

not including Saturday, Sunday or holidays. The Town Manager shall respond in writing within ten (10) business days, not including Saturday, Sunday or holidays from the date of the meeting.

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

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

but, in any event, not later than thirty (30) calendar days after the hearing. In case of a grievance involving any continuing or other money claim against the Town, no award shall be made by the arbitrator which shall allow any alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing.

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

## **ARTICLE 10: STRIKES AND LOCKOUTS**

**SECTION 1.** There shall be no strikes, work stoppages, picket lines operating during a strike to seek to change conditions agreed upon during the term of this Agreement, nor will there be slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the PBA, and there will be no lockouts by the Town. The PBA supports the Town fully in maintaining normal operations.

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

**SECTION 3.** Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the Town in accordance with Town Personnel Policy 05/2023, amended 06/2024, or otherwise as amended and accepted. The PBA and members of the bargaining unit recognize and agree that Section 447.505 of the Florida Public Employee's Collective Bargaining Statute prohibits public employees from participating in a strike. Accordingly, neither the PBA nor any member of the bargaining unit, whether acting individually or collectively, shall engage in, authorize, or participate in a strike against the Town of Belleair.

**SECTION 4.** It is recognized by the parties that they are responsible for and are engaged in activities which are the basis for the health and welfare of the citizens, and that any violation of this Section could give rise to irreparable damage to the Town and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this Section, the Town or the PBA shall be entitled to seek and obtain immediate injunctive relief.

## **ARTICLE 11: LEAVE BENEFITS**

Members of this bargaining unit shall receive the same benefits under the same conditions of other Town employees with respect to sick, court, FMLA, bereavement, military and

vacation leaves as defined in Town of Belleair Personnel Policy (05/23) amended 06/24 or otherwise as amended and mutually accepted. Modifications of any or all of these benefits shall be subject to negotiation and resolution pursuant to the negotiation impasse resolution process set forth in Florida Statutes, Chapter 447.

**SECTION 1. Vacation Leave**

Employees hired after 05/14/2024 shall be entitled to Vacation Leave as defined in Town Personnel Policy 05/2023, amended 06/2024, or otherwise as amended and mutually accepted and outlined below:

From 0-4 years of employment, 10 days of vacation are accrued per year; from 5-9 years of employment, 15 days of vacation are accrued per year; from 10 and above years of employment, 20 days of vacation are accrued per year.

Employees hired prior to 05/14/2024 will be grandfathered, using the accrual policy in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2022, and outlined below:

1 Year to 4.99 Years	3.08 hours per pay period
5 Years to 9.99 Years	4.62 hours per pay period
10 Years and over	6.15 hours per pay period

For those employees who were in tier one of vacation accrual as of 5/14/2024, they shall continue to receive the original tier one accrual rate of 3.69 hours per pay period until they advance to the next tier, at which point they will revert to the accrual schedule outlined above.

For all employees, the maximum amount of vacation that can be accrued is two hundred forty (240) hours. Any time earned in excess of two hundred forty (240) is forfeited.

Upon termination of employment by an employee who has given proper notice, is in good standing, and has completed one (1) full year of employment, they will be paid for accrued vacation time, at the employee's hourly rate, not to exceed two hundred forty (240) hours.

**SECTION 2. Sick Leave**

Members of the bargaining unit shall be entitled to Sick Leave as defined in Town Personnel Policy 05/2023, amended 06/2024, or otherwise as amended and mutually accepted as outlined below:

Full-time employees can earn sick leave credits of up to ninety-six (96) hours per calendar year. Sick leave may not be accumulated in excess of four hundred eighty (480) hours at any time.

Employees hired prior to 10/01/2025 will be grandfathered, using the payout policy in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2022, as outlined below:

Providing the employee has twelve (12) months continuous service, and that termination is not a dismissal, upon termination the employee will be paid a lump sum payment for all

accrued unused sick leave hours at the hourly rate in effect at the time of termination up to four hundred eighty (480) hours.

Employees hired after 10/1/2025 shall be entitled to the payout policy in Town Personnel Policy 05/2023, amended 06/2024, and outlined below:

Upon retirement or separation in good standing, an employee who has worked at least:

- a) One (1) to nine (9) consecutive years for the Town will be paid a one-time sum equal to one-third of the employee's unused sick leave credits.
- b) Ten (10) or more consecutive years for the Town will be paid a one-time sum equal to one-half of the employee's unused sick leave credits.
- c) The unused hours shall be paid at the employee's rate of pay as of the employee's separation date.

### **SECTION 3 . Holidays and Floating Holidays**

Members of the bargaining unit shall be entitled to all designated Holidays as defined in Town Personnel Policy 05/2023, amended 06/2024, or otherwise as amended and mutually accepted as outlined below:

The following are recognized as paid holidays:

- a. New Year's Day – January 1
- b. Martin Luther King Jr. Day
- c. Memorial Day
- d. Juneteenth
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving
- i. The day after Thanksgiving
- j. Christmas Day
- k. Floating Holiday

At the beginning of each fiscal year, members of the bargaining unit will be granted the combined total of Holiday and Floating Holiday hours reflected as Floating Holidays in the payroll system.

Employees who are required to work on any of these observed holidays shall be compensated at a rate of time and one half for all hours worked on the holiday. Holiday hours worked in excess of forty (40) in a work week shall be compensated at a rate of two and one half the regular rate of pay for all holiday overtime hours worked. Holiday hours worked shall be counted as work time for the purpose of weekly overtime computation.

**Holiday and Floating Holiday time earned and not used during the fiscal year shall be paid out to the employee prior to the end of the fiscal year. These hours will be paid at the employee's regular rate of pay.**

### **SECTION 4 . Bereavement Leave**

Members of the bargaining unit shall be entitled to Bereavement Leave as defined in Town

Personnel Policy 05/2023, amended 06/2024, or otherwise as amended and mutually accepted as outlined below:

Paid leave may be authorized for full time employees who have a death in their immediate families according to the following provisions:

Bereavement leave may be authorized for up to five (5) consecutively scheduled workdays if the services are in-state; up to seven (7) consecutively scheduled workdays if the services are out-of-state.

If there are no services of the employee is unable to attend the services, the employee has thirty (30) days to use the days provided. Time does not have to be used consecutively. Bereavement leave does not count as hours worked towards overtime.

“Immediate Family” is defined as the following persons, as related by blood or law to the employee and/or the employee’s spouse: spouse, child, step-child, foster child, grandchild, parent, step-parent, grand or great grandparent, step-grand or step-great grandparent, brother, sister, half-brother, half-sister, step-brother, step-sister, or legal guardian. The definition also includes an individual for whom the employee or the employee’s spouse is the legal guardian, and any other family member of the employee or the employee’s spouse who was a full-time resident in the employee’s household immediately preceding the death.

#### **SECTION 5. Military Leave**

Members of the bargaining unit shall be entitled to Military Leave as defined in Town Personnel Policy 05/2023, amended 06/2024, or as otherwise amended and mutually accepted.

#### **SECTION 6. Family and Medical Leave**

The Town shall comply with the Family and Medical Leave Act of 1993. Any question of whether the Town complies with such Act shall be resolved by the provisions of the Act and not through Article 9 Grievance Procedure.

#### **SECTION 7: Light Duty**

Members of the bargaining unit eligible for workers' compensation may be placed on light duty, if available, when released by their treating physician from injuries or illness incurred in the line of duty. All employees on light duty shall have their medical status reviewed periodically as directed by the Town to determine whether maximum medical improvement has been achieved and/or if the employee is fit to return to full duty. If needed, the Town may require a second medical evaluation; and if so required, shall be done at the Town’s expense.

Light duty assignments may be limited in number and scope at the sole discretion of the Chief of Police. Light duty assignments may be in another department of the Town, or with Police Applicant Screening Services. Employees are required to work light duty if assigned by the Chief. The Town reserves the right to limit light duty to those injured in the line of duty; however, non-duty related injuries/illnesses may be assigned to light duty on a case-by-case basis at the discretion of the Town. Assignment to light duty is not subject to the grievance procedures.

Those members assigned to light duty shall be paid their regular hourly rate.

## **ARTICLE 12: SENIORITY AND REDUCTION-IN-FORCE**

**SECTION 1.** Town seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the Town seniority date to be adjusted.

**SECTION 2.** Classification seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence of thirty (30) calendar days or more, which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

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

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

- a) Voluntary Separation
- b) Retirement
- c) Termination
- d) Absent without authorized leave for three (3) consecutive working days
- e) Failure to return from military leave within the time limits prescribed by law

### **SECTION 5. Layoff or Reduction in Force.**

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

### **SECTION 6. Recall.**

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists as long as they are qualified to perform the work available at time

of recall. Recall will be made by certified mail to the most recent address in the employee's records. Within ten (10) business days of the certified receipt date, laid-off employees must signify their intention of returning to work to the Human Resources Department.

If no indication to return to work is received from the employee or the employee indicates he or she cannot return to work at that time, the employee will be dropped from the recall lists and will be eligible for employment just like any other applicant.

- a) Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.
- b) Sergeants reduced in rank under the provisions of this article shall retain recall rights to his or her former position over any eligibility list.
- c) When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.
- d) When recalled, an employee's classification seniority date shall remain the same as prior to layoff status.

#### **ARTICLE 13: INDEMNIFICATION**

The Parties agree that Florida Statutes § 111.07 and § 111.071 are applicable to the defense of, and payment of judgments related to, civil actions against public employees including Bargaining Unit Members.

#### **ARTICLE 14: MAINTENANCE OF CONDITIONS**

**SECTION 1.** Written rules, regulations, policies and procedures of the Town and Police Department in effect prior to the effective date of this Agreement will remain in full force and effect if they are not in direct conflict with any of the Articles or Sections of this Agreement.

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

#### **ARTICLE 15: SAVINGS CLAUSE**

**SECTION 1.** If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by any court of competent jurisdiction, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

**SECTION 2.** In the event of invalidation of any Article or Section, both the Town and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular Article or Section invalidated.

## **ARTICLE 16: EMPLOYEE RIGHTS**

**SECTION 1.** Any investigation of any employee covered by this Agreement relative to a citizen's complaint and/or other matter of internal affairs investigation shall be conducted in compliance with Sections 112.532, 112.533, and 112.534, Florida Statutes.

**SECTION 2.** Any officer, who is being interrogated under circumstances where the results of the interrogation could subject the officer to formal disciplinary action, shall have the right to have a PBA representative present as an observer only. Nothing herein shall be interpreted to excuse the officer from answering truthfully and fully all questions asked.

**SECTION 3.** All personnel records shall be maintained in full accordance with Chapters 112 and 119 of the Florida Statutes governing personnel records for Police Officers. All employees have the right to inspect and make copies of their personnel records. No employee records shall be hidden from an employee's inspection. Any standard charges shall apply.

**SECTION 4 .** All Internal Affairs investigations will be conducted in accordance with Florida State Statutes.

When the employer requires a detailed memorandum to investigate an inquiry regarding an allegation of misconduct or inappropriate action by an employee, the employer shall provide a general description of the nature of the allegation at the time the memorandum is required.

All formal investigations shall culminate in one of the following conclusions:

- A. Exonerated:** The incident occurred but was lawful and proper.
- B. Not Sustained:** Evidence does not support the allegation.
- C. Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.
- D. Unfounded:** The incident did not occur.
- E. Policy Failure:** The action of the agency or the officer was consistent with policy: however, the policy requires amendment or revision.

## **ARTICLE 17: WORK PERIOD AND OVERTIME**

**SECTION 1.** The work period shall consist of seven (7) days, forty (40) hours, beginning Saturday at 12:01am and ending on the following Friday at midnight, unless otherwise specified by Town Manager or Chief of Police in order to meet the needs of the department. Should any change be considered, the PBA will be notified at least 30 days prior to implementation so that any impact can be identified and bargained if needed.

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

At the request of any officer classified as full-time, and with prior approval of the Chief of Police, a full-time officer may be scheduled a 32 hour work week without forfeiting their full-time status for the purpose of benefit eligibility and calculation.

**SECTION 3.** Overtime shall be paid for all hours actually worked, including training time and court duty time, in excess of forty (40) hours in a seven (7) day period and shall be compensated at a rate of time and one half.

Paid absences or Special Duty hours shall not be counted in the computation of overtime.

Hours worked on a holiday for which an employee received holiday premium pay (1.5x) are included as hours worked in the computation of overtime.

**SECTION 4.** When an employee is called back from off duty to return to duty, he or she shall be guaranteed a minimum two (2) hours of work. For pay purposes, actual time begins when the employee is contacted, and the employee leaves their residence within fifteen (15) minutes thereof. Time for call back ends when the employee arrives at their residence or would arrive at their residence by proceeding directly there.

#### **SECTION 5. Off Duty Court Time**

An Employee who is subpoenaed or is otherwise required to appear in Federal, State, County, or Circuit Court, at a State Attorney's investigation, or when otherwise required or subpoenaed to testify on behalf of the agency while off duty shall receive payment for a minimum of two (2) hours, or the actual time worked, whichever is greater. If an off-duty appearance occurs preceding or following the employee's normally scheduled hours of work, the employee is not eligible for the two (2) hour minimum but will be paid for the actual time worked. Multiple court appearances on the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. Hours paid will be eligible for shift differential and apply toward overtime eligibility.

An employee who is off-duty and on authorized court stand-by status will not be compensated for court time unless he or she is activated for court purposes and is required to appear but may receive off-duty court stand-by compensation as provided below in Section 6.

#### **SECTION 6. Off Duty Court Stand-by Compensation**

An employee who is required to be on off duty court stand-by shall be eligible for compensation at the employee's straight time base hourly rate for a maximum of four (4) hours for each day or portion of a day spent on stand-by. To be eligible for this stand-by compensation, the subpoenaed employee must contact the issuing agency by 1700 hours on the business day prior to the scheduled stand-by to determine if he or she must remain on stand-by.

If the employee fails to contact the issuing agency or is notified by 1700 hours on the business day prior to the scheduled stand-by that the employee is no longer needed, the employee will not be eligible for off-duty court stand-by compensation.

If an employee on off-duty stand-by is called to court, the employee shall be compensated for the actual time spent on stand-by the day of the court hearing, up to a maximum of four (4)

hours and will be compensated for the actual time spent in court.

Witness fees and expenses paid by the court shall be retained by the employee.

**SECTION 7. Compensatory Time**

Compensatory time may be earned in lieu of overtime pay. The maximum compensatory time hours that an employee may carry over from one fiscal year to the next is one hundred-twenty (120) hours.

The employee may elect to utilize compensatory hours as an elective deferral to a qualifying Health Savings Account (HSA) at any time.

Compensatory time will be paid out when an employee is promoted or reclassified to an FLSA-exempt position, or when an employee separates, voluntarily or involuntarily, from Town service.

Human Resources Department will maintain compensatory time records.

**SECTION 8. Training/Seminar Time**

When traveling to training classes or work-related seminars that are located outside of Pinellas County, employees shall be compensated at their base hourly rate for time spent traveling to and from the class or seminar. Standard travel time shall be determined based on the estimated GPS travel time to and from the destination. Any deviation from the standard travel time, including adjustments for extenuating circumstances, shall be subject to the discretion and approval of the Chief of Police.

**ARTICLE 18: PAY PLAN**

**SECTION 1:** The Pay Plan for the Town reflects all positions, including Police Department positions, and is reviewed annually to reflect market wages.

**SECTION 2:** Effective October 1, 2025, all members of the bargaining unit shall receive a ten percent (10%) general wage increase. The new base pay ranges will be as follows:

	Min	Mid	Max
Police Officer	\$ 31.54 \$ 65, 593.78	\$ 41.78 \$ 86,911.76	\$ 52.03 \$ 108,229.74
Police Sergeant	\$ 38.63 \$80,355.20	\$ 51.19 \$ 106,470.65	\$ 63.74 \$ 132,586.09

**SECTION 3:** The Chief of Police shall have the authority to make an offer of employment above the starting pay for an Officer with a minimum of five (5) years of sworn law enforcement experience or has a specific area of knowledge or expertise.

**SECTION 4: Cost of Living Adjustment**

Cost of Living Adjustment (COLA) will be effective October 1<sup>st</sup> of each fiscal year of this Agreement, Police Officers and Sergeants will receive a wage increase of 1.5% or the

same as general employees' COLA, whichever is greater.

### **SECTION 5: Shift Differential**

Shift Differential pay of five percent (5%) of base hourly rate shall be paid to those employees who work the 2:00pm to 10:00pm shift.

Shift differential pay of ten percent (10%) of base hourly rate shall be paid to those employees who work the 10:00pm to 6:00am shift.

Shift differential will be calculated for all hours worked, and does not apply to any leave time, court time or Special Duty hours.

### **SECTION 6: Merit Wage Increase**

Members of the bargaining unit will be evaluated annually using the Annual Performance Assessment found in Appendix B of this Agreement. Supervisors will complete the assessment, evaluating the employee's work performance over a 12-month period. Merit wage increases will be recommended by the Captain and are subject to approval by the Chief of Police. The maximum merit wage increase shall be 3.5%. When combined with the 1.5% cost-of-living adjustment (COLA), the total increase shall be equal to or greater than that provided to general employees, whichever is greater. Funding for annual merit increases is guaranteed for each year of this Agreement. Effective October 1, 2025, any employee who received their annual merit wage increase prior to the ratification of this Agreement shall receive an additional one-half (0.50%) percent increase subject to the discretion of the Chief of Police.

The employee will be given the opportunity to review, discuss, sign and comment on the Annual Performance Assessment. If an employee feels the Assessment is inaccurate, they may file a written response which will be attached to the assessment and included in the personnel file.

### **SECTION 7: Field Training Officer (FTO) Program**

The Chief of Police will have complete authority over all aspects of the FTO Program, including the qualifications required to participate and the scheduling of FTO hours.

The Town agrees to pay supplemental compensation at a flat rate of \$2.00 per hour to an officer assigned as a Field Training Officer (FTO). This supplemental pay shall apply only to hours actually worked in an FTO capacity.

### **SECTION 8: Sergeant Pay**

In order to prevent salary compression between a newly promoted Sergeant and subordinate personnel, the Chief of Police shall have the discretion to adjust the promoted Sergeant's base rate of pay beyond the promotional increase when necessary to maintain appropriate pay differentials. Any such adjustment shall be determined by the Chief of Police based on internal equity, experience, qualifications, and overall compensation structure.

## **ARTICLE 19: UNIFORMS AND PROTECTIVE EQUIPMENT**

**SECTION 1. Uniforms** The Town will provide all certified police officers with uniforms,

equipment and jackets approved by the Chief of Police.

The Town agrees to reimburse an employee assigned to plain clothes position a maximum of five hundred dollars (\$500.00) per fiscal year for the purchase of attire approved by the Chief of Police.

Employees will not be held responsible for issued items that become worn and unserviceable through no fault of their own. However, if it is the opinion of the Chief of Police that the item is damaged due to abuse, carelessness or negligent care by the employee, the employee will be personally liable for either the replacement cost or the fair market value of the item, whichever is less.

## **SECTION 2. Uniform Cleaning**

The Town agrees to pay for the cleaning of uniforms through a contracted cleaning service provider. The Town reserves the right to select the cleaning service provider but will consider problems or complaints brought to its attention.

## **SECTION 3. Protective Equipment.**

The Town agrees to purchase one pair of boots/shoes/or other types of footwear annually for all members of the bargaining unit. Alternatively, an employee can self-purchase one pair of boots/shoes/or other types of footwear and will be reimbursed up to \$200.00 per fiscal year.

The Chief of Police will establish a list of approved footwear by name and style and provide it to all employees. If the employee elects to purchase unapproved footwear, the Chief of Police has final approval on appropriateness and can deny use and reimbursement.

The employee may choose to apply up to \$200.00 annually toward the purchase of protective sunglasses, in lieu of purchasing footwear. Sunglasses must meet the ANZI A87.1-2020 standard for safety glasses and be professionally appropriate. Specifically, frames must be dark or neutral in color, and lenses should be translucent black, gray, brown or blue, with eyes generally visible through the lens. Chrome or mirrored tinted lenses are prohibited.

## **SECTION 4. Cell Phones**

The Town shall issue cell phones to members as determined by the Chief of Police. Cell phones are to be used only for Police Department or Town business purposes. Carrying a cell phone is not cause for stand-by pay or considered time worked for overtime calculation.

## **SECTION 5. Damaged Personal Property**

An employee may be eligible for reimbursement of lost or damaged personal property which occurs during the performance of their job, not due to the employee's own carelessness or negligence. The maximum reimbursement is \$200.00, for items including but not limited to: eyeglasses, hearing aids, watches, rings or other approved property. Request for reimbursement must be made to the Chief of Police on the day of loss or damage or as soon thereafter as possible.

## **ARTICLE 20: VEHICLES AND EQUIPMENT**

**SECTION 1.** The Town, at its option, may provide Town-owned vehicles to Police

Officers for travel between Belleair Police Department and their residences, as well as other police business.

**SECTION 2.** Vehicle assignments and rules governing such vehicle use shall be at the discretion of the Chief of Police and shall not be subject to the grievance procedure.

## **ARTICLE 21: SAFETY**

**SECTION 1.** The Town will make every reasonable effort to provide and maintain safe working conditions. The PBA will cooperate and encourage members to work in a safe manner. The Town shall receive and consider written recommendations with respect to safety matters from any employee and the PBA.

**SECTION 2.** It is the responsibility of the employee to check their assigned vehicle and all equipment issued to them to ensure it is in safe operating condition prior to use or operation. If an assigned vehicle or equipment is damaged, the employee shall report the condition to their supervisor.

If the supervisor believes any vehicle or equipment is in such an unsafe condition as to be a hazard to the operator or the public, the vehicle or equipment shall be taken out of service until appropriate repair or replacement is effected.

**SECTION 3.** The Town and the PBA agree that wearing protective vests, commonly referred to as "body armor," affords a significant level of protection from certain hazards. Body armor will be issued to all sworn officers at no cost to the employee. Employees may request approval from the Chief of Police if they wish to purchase an upgraded or alternative vest that meets department minimum requirements. The Town will reimburse the employee up to the cost the Town is currently paying for issued vests, however, any additional cost will be the responsibility of the employee.

All employees will always wear the body armor while on patrol or on duty outside of the Police Department unless excused by the Chief of Police based on employee needs or circumstances such as weather or medical conditions, in which case the vests must be readily available.

## **ARTICLE 22: JURY DUTY**

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

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

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

## **ARTICLE 23: SMOKING AND USE OF TOBACCO PRODUCTS**

The Town and the PBA agree that the use of tobacco or tobacco products in any form is hazardous to the health of the employee, and in some circumstances, the health of co-workers. In addition, the use of tobacco or tobacco products may have an adverse effect on the Pension and Town Health Plans.

Therefore, it is agreed that the use of tobacco or tobacco products in any form while on duty by any employee within the bargaining unit shall be grounds for disciplinary action, up to and including termination.

## **ARTICLE 24: SUBSTANCE TESTING**

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

In the interest of the safety, health and performance of our workforce and our citizens, the Town of Belleair requires, as a condition of continued employment, that employees remain drug-free. The policies and procedures contained in this section are for the purpose of achieving that goal.

This policy is implemented pursuant to the Drug Free Workplace Program under the Florida Workers' Compensation Act, Fla. Statute Section 440.102, and Administrative Rules Section 59A-24.001, et seq., F.A.C. This act provides that any employee who is injured in the course and scope of employment and tests verified positive on a drug or alcohol test, may forfeit his/her eligibility for medical and indemnity benefits under the Florida Worker's Compensation Act, and may be terminated and denied unemployment benefits. Further, refusal to take a drug or alcohol test will also result in the employee forfeiting his or her eligibility for medical and indemnity benefits under the Florida Workers' Compensation Act, as well as possible termination of the employee and denial of unemployment benefits.

The Town prohibits employees from bringing onto the Town's premises or job sites; having possession of; being under the influence of; possessing; in the employee's body, blood or urine, or using, consuming, transporting, selling or attempting to sell, or give away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time. Employees found participating in any of the above activities are guilty of misconduct and grounds for disciplinary action, up to and including termination.

### **SECTION 1. Types of Testing**

The Town may, and to the extent permitted by law, use testing as one of the several means of enforcing its drug-free workplace policy. Testing will be conducted in the manner and circumstances listed below, including reasonable suspicion testing which may be drawn from inferences or facts. All drug screens (with the exception of pre-employment and annual fitness for duty drug screens) will include alcohol testing. The list that follows is considered all inclusive:

#### **A. Pre-employment**

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

If the supervisor concludes that irregular behavior is unsafe, the employee will not be allowed to continue working and shall be transported to a medical facility for drug testing. The employee will not be allowed to drive any vehicle.

Reasonable suspicion testing shall also be conducted when there is:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol; odor of alcohol on the breath.
2. Abnormal conduct or erratic behavior while at work, or a significant deterioration in work performance.
3. A report of drug use provided by a reliable and credible source; a report of alcohol use within a time period prior to reporting for duty that would cause one to reasonably expect that alcohol would be detected by intoxilyzer testing.
4. Evidence that an individual has tampered with a drug test during his or her employment.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.
7. Evidence that an employee has been arrested and charged with use, possession, or sale of illegal drugs or a controlled substance, whether on or off the job.

Supervisors will document their observations and conduct an employee interview. Final disposition of the incident will be documented with the signatures of the supervisors/department heads and dated. A copy of the Supervisor's Incident Report will be provided to the employee, along with the employee's signature of receipt.

- C. Following on-the-job accidents resulting in personal injury or significant property damage. Note: employees may not use alcohol for eight (8) hours following an accident or until the post-accident alcohol test is conducted, whichever comes first.

- D. Fitness for duty medical examinations.

- E. Employees participating in a substance abuse rehabilitation program (subject to quarterly testing during, and for a period of two years after completion of program).
- F. Any discharge of a firearm in the line of duty that is not training related.

## **SECTION 2. Analysis**

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

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

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

Levels of detection for a positive drug result for screening and confirmatory will be those tests established by the United States Department of Health and Human Services for the Federal Guidelines on Drug Testing.

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

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

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

The use of legal drugs, drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and can adversely affect

the employee's job performance and the employee's ability to work in a safe and efficient manner.

Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance should discuss whether or not this prescribed drug will affect their ability to conduct their job in a safe and efficient manner. It is the employee's responsibility to report if a doctor indicates their prescription could create a direct threat to the health or safety of the employee or others or impairs their ability to perform the essential functions of his/her job. Should the restrictions be such that the Town cannot accommodate, the Town may temporarily reassign the employee or request the employee to take sick leave during the period of treatment. Detection of controlled substances will be presumed to be in violation of this policy unless the employee has advised the Town of its medicinal use in advance.

The Town respects the privacy of an employee's legal use of medication. The name of the medication being taken need not be revealed to the Town. Only the effects of such, and any accommodations that are needed, are required to be revealed. It will be up to the Medical Review Officer to determine if the medication interceded with a drug test or can adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner.

### **SECTION 3. Test Results**

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

Within five (5) working days after receipt of a confirmed positive test result from the Medical Review Officer, the employer shall inform the employee or job applicant in writing of such confirmed positive test results, the consequences of such results, and the options to the employee or job applicant.

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

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

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

Confirmed positive test results shall eliminate applicants from employment consideration. Failure to participate in reasonable suspicion, pre-employment, fitness for duty or other Town designated drug or alcohol testing shall result in termination of employment. Any employee with a confirmed positive test result shall be terminated from employment.

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

In the event that an employee informs the employer in writing of employee's abuse of alcohol/drugs prior to reporting for duty and prior to being notified to report for testing, no disciplinary action shall be taken against the employee provided the employee signs a

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

Employees who are granted a leave of absence under this section must complete all EAP, medical and other rehabilitative requirements established by the Town within a reasonable amount of time in order to be considered for return to work. The employee shall be given no service credit, pay (other than accrued sick and vacation) or accrue any benefits for the period of absence pertaining to this issue.

### **Challenging Test Results**

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

Concerning denials of workers' compensation benefits due to a positive test result, an employee may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims. Other challenges of a confirmed positive test result not involving work place injuries, must be filed in a court of competent jurisdiction.

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

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

### **SECTION 4. Confidentiality**

All drug test information, reasonable suspicion reports, or other related information concerning an individual will remain confidential and will not be disclosed except for specific conditions described in Florida Statutes. Release of such information under any circumstances other than those described in Florida Statutes, will be solely pursuant to a written consent, voluntarily signed by the person tested.

### **SECTION 5. Employee Assistance**

Employee assistance for substance abuse and other personal problems is available 24 hours a day through the Town's Employee Assistance Program (EAP). Additional information about the Town's EAP Program can be obtained by contacting the Human Resources Department.

If an employee or a family member has a substance abuse problem, they are encouraged to call and get confidential help now.

Waiting until one tests positive at work is too late!

## **SECTION 6. Governmental Compliance**

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

## **ARTICLE 25 RETIREMENT PLAN**

**SECTION 1:** Employees covered by this Agreement shall be participants in the Belleair Police Officer's Pension Fund.

**SECTION 2:** The Town will continue to make available 457 deferred compensation plans and Roth IRA retirement options.

## **ARTICLE 26 EDUCATIONAL ASSISTANCE**

The Town will reimburse full-time employees up to a maximum of \$2,500 per fiscal year for tuition, registration fees, required lab fees, and required textbooks, providing the following requirements are met:

1. Full-time employee with at least one year of continuous service.
2. The course or the curriculum of which it is a part must be related to the employee's position or be contributory to the potential long-range value of the employee to the Town.
3. Application for education expense reimbursement must be filed with the Human Resources Department prior to enrollment in the course. The employee will explain in writing how the course or curriculum they plan to enroll in is related to the employee's current position held, future positions available at the Town, or other value to the Town. The employee will provide an estimate of the total reimbursable costs for which they are applying. If approved, the estimated amount will be budgeted.
4. The Human Resources Department will review all applications and if approved, notify the applicant in writing.
5. The employee must successfully complete the course with a final grade of "C" or better.
6. The employee must submit receipts for expenses and evidence of the final grade to the Human Resources department within sixty days after successful completion of an approved course. The Town will reimburse up to \$2,500 per fiscal year of the approved reimbursable expenses.

## **ARTICLE 27: INSURANCE**

### **SECTION 1: Coverage Options**

Member of the bargaining unit shall be eligible to participate in the same group Medical,

Dental, Vision, Long-Term Disability, Short-term Disability, and Life Insurance policies as provided by the Town to other general employees.

**SECTION 2: Medical Allowance**

The Town shall provide payment of \$50.00 per pay period to each eligible employee which can be used toward elected insurance coverages or for any purpose allowed by law.

**SECTION 3: Opt-Out Compensation Program**

Employees may elect to be enrolled in other qualified healthcare coverage and not participate in the Town’s healthcare insurance plan. The Opt-Out Compensation Program participation is based on eligibility to participate in the Town’s healthcare plan. An employee must be continuously covered under another qualified medical health plan for all periods of time for which the employee is eligible under Town guidelines, employees must provide evidence of coverage and read, sign and attest to being covered. Employees must notify the Human Resources Department within thirty (30) days of a qualifying event that changes or impacts eligibility to receive the Opt-Out Incentive. The Town will evaluate the Opt-Out Compensation Program annual amount each fiscal year and it is not eligible for bargaining or subject to the grievance procedure.

Hold Harmless: Member (ID #164) had previously been eligible for Insurance Benefit pay that exceeds the established annual Opt-Out amount and will receive Opt-Out Additional Pay in the amount when combined with Opt-Out that is equal to their previous Insurance Benefit. Opt-Out Additional Pay will continue until any one of the following conditions apply: the Officer elects to participate in the Town’s healthcare plan, the Officer’s employment with the Town ends through retirement, resignation or termination.

**SECTION 4: Dependent Healthcare Incentive**

The Town agrees to pay up to a maximum of \$500.00 per month toward the monthly premium for dependent health care coverage for spouse and/or child(ren). To qualify, an employee must elect to carry the Town’s healthcare plan and elect to have dependent care coverage for spouse and/or child(ren). Employees that have “employee only” coverage are not eligible for this benefit.

**SECTION 5: Should the Town enhance insurance benefits for employees which are not covered by this Agreement during the duration of this Agreement; the Town agrees to provide the same benefits to employees covered by this Agreement.**

**ARTICLE 28: ENTIRE AGREEMENT**

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity, are fully set forth in this Agreement.

**ARTICLE 29: DURATION**

This Agreement shall be effective as of October 1, 2025, and shall remain in full force and effect until its expiration date, September 30, 2028.

Should either party desire to terminate, amend, renegotiate, or otherwise modify this Agreement, in whole or in part, that party shall provide written notice to the other party specifying the provisions it wishes to terminate, amend, renegotiate, or modify. The parties shall review and discuss proposed changes in good faith within **thirty (30) days** of receipt of such notice.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

**TOWN OF BELLEAIR, FLORIDA**

**SUN COAST POLICE BENEVOLENT  
ASSOCIATION, INC.**

  
Gay Lancaster  
Town Manager

Date: Mar. 17, 2026

  
Sasha Lohn, Esq  
Executive Director & General Counsel

Date: 9 March 26

## Appendix A – Dues Deduction Forms

### BELLEAIR POLICE DEPARTMENT AUTHORIZATION FOR DEDUCTION OF PBA DUES

I, \_\_\_\_\_, hereby authorize the Town of Belleair to deduct from my wages twice a month the current monthly PBA dues and to transmit this amount to the Treasurer of the Sun Coast Police Benevolent Association.

I understand that this authorization is voluntary and that I may revoke it at any time by giving the Town written notice in accord with the PBA agreement.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Payroll # \_\_\_\_\_

SSN \_\_\_\_\_

### BELLEAIR POLICE DEPARTMENT INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I, \_\_\_\_\_, hereby instruct the Town of Belleair to stop deducting from my wages twice a month the current monthly dues for the Sun Coast Police Benevolent Association.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Payroll # \_\_\_\_\_

SSN \_\_\_\_\_

## Appendix B – Annual Performance Assessment



### Town of Belleair Annual Performance Assessment

EMPLOYEE INFORMATION		
Employee Name	EE Number	Job Title
Department	Department Head	Date ____/____/____
CORE OBJECTIVES		
PERFORMANCE CATEGORY	RATING	COMMENTS AND EXAMPLES
<b>Attendance &amp; Punctuality:</b> <i>Reports for work as scheduled, prepared upon arrival. Requests time off with appropriate advance notice.</i>	<input type="checkbox"/> Exceeds requirement <input type="checkbox"/> Meets requirement <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
<b>Reliability &amp; Dependability:</b> <i>Can be relied upon to complete work properly and completely. Dependable, reliable, trustworthy and consistent.</i>	<input type="checkbox"/> Exceeds requirement <input type="checkbox"/> Meets requirement <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
<b>Teamwork &amp; Cooperation:</b> <i>Ability to work with co-workers and public, contribute to help the group achieve goals. Welcomes new challenges and adjusts to change.</i>	<input type="checkbox"/> Exceeds requirement <input type="checkbox"/> Meets requirement <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
<b>Decision-Making:</b> <i>Identifies task to be completed, gathers information and uses sound judgement to determine corrective course of action.</i>	<input type="checkbox"/> Exceeds requirement <input type="checkbox"/> Meets requirement <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
<b>Communication Skills:</b> <i>Effective and appropriate written and verbal communication. Willing and able to listen to direction and input from others.</i>	<input type="checkbox"/> Exceeds requirement <input type="checkbox"/> Meets requirement <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
JOB-SPECIFIC PERFORMANCE		
PERFORMANCE CATEGORY	RATING	COMMENTS AND EXAMPLES
<b>Skills, Knowledge &amp; Ability:</b> <i>Knowledge of skills required to do job, understands priorities and importance of order.</i>	<input type="checkbox"/> Exceeds expectation <input type="checkbox"/> Meets expectation <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
<b>Safety &amp; Security:</b> <i>Follows established protocol for operational safety and security of information related to work.</i>	<input type="checkbox"/> Exceeds expectation <input type="checkbox"/> Meets expectation <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	



## Town of Belleair Annual Performance Assessment

Employee Name		
PERFORMANCE CATEGORY	RATING	COMMENTS AND EXAMPLES
<b>Quality of Work:</b> <i>Performs work consistently at expected level of accuracy, thoroughness and completeness. Minimal errors and mistakes.</i>	<input type="checkbox"/> Exceeds expectation <input type="checkbox"/> Meets expectation <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
<b>Quantity of Work:</b> <i>Ability to complete volume of work as assigned, time management and overall productivity.</i>	<input type="checkbox"/> Exceeds expectation <input type="checkbox"/> Meets expectation <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
<b>Training &amp; Development:</b> <i>Seeks ways to increase knowledge, performance and new developments.</i>	<input type="checkbox"/> Exceeds expectation <input type="checkbox"/> Meets expectation <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unacceptable	
PERFORMANCE GOALS AND RECOMMENDATION *		
*If Performance Improvement Plan required, attached completed documentation.		
EMPLOYEE COMMENTS		
ACKNOWLEDGEMENT		
<p>I acknowledge that I have had the opportunity to discuss this Annual Performance Assessment with my Supervisor, Manager or Director. I acknowledge I may submit a written response to the Assessment. I acknowledge a copy of this Annual Performance Assessment and my written response, if received, will be retained in my employment file and I have received a copy of this assessment.</p>		
Employee Signature: _____	Date: ____/____/____	
Reviewer Signature: _____	Date: ____/____/____	
APPROVAL		
Department Head/Designee Signature: _____	Date: ____/____/____	
Human Resources Signature: _____	Date: ____/____/____	
Town Manager Signature: _____	Date: ____/____/____	