

AGREEMENT
BETWEEN
THE CITY OF GULFPORT, FLORIDA
AND
SUN COAST POLICE BENEVOLENT ASSOCIATION

OCTOBER 1, 2026, through SEPTEMBER 30, 2027

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ARTICLE 1

PREAMBLE

- 1.1.** This Agreement is entered into between the City of Gulfport, Florida, (“City”) and the Sun Coast Police Benevolent Association, Inc. (“SCPBA”). It is the intent and purpose of this Agreement to assure mutually beneficial working and economic relationships between the parties, to provide an orderly, peaceful, and timely means of resolving any misunderstandings or differences which may arise, and to set forth the full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment.
- 1.2.** It is understood that the City of Gulfport Police Department is engaged in furnishing essential public services, which vitally affect the health, safety, comfort, and general wellbeing of the public, and both parties recognize the need for continuous and reliable police service to the public. There shall be no individual arrangement contrary to the terms provided here.

ARTICLE 2

RECOGNITION

2.1 CERTIFICATION

In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by and between the City of Gulfport, hereinafter called “Employer” or the “City” and the Sun Coast Police Benevolent Association, Inc., hereinafter referred to as “SCPBA.” This labor Agreement is applicable for employees as defined in Certificate 2005 issued to the SCPBA in accordance with the certification granted by the Public Employees Relations Commission on August 27, 2021. Classifications, mutually designated as being in the bargaining unit, are as follows:

Police Officers
Police Detectives

2.2 EXCLUSIVE BARGAINING AGENT

The City recognizes the SCPBA as the exclusive representative for the purpose of collective

bargaining with respect to wages, hours, and all other terms and conditions of employment for all employees in the bargaining unit as pursuant to F.S. 447.309.

2.3 NEW CLASSIFICATIONS

Should the City wish to establish a new classification in the Police Department, the City shall provide notice to the SCPBA of not less than thirty (30) business days prior to staffing such classification. Should the parties agree that such new classification should be in the bargaining unit; the parties agree to submit a Union Clarification Petition to the Public Employees Relations Commission, and they shall negotiate appropriate wage rates, hours, and terms and conditions of employment for such classification as pursuant to F.S. 447.309.

2.4 ENTIRE AGREEMENT

This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties and determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided here.

ARTICLE 3 RIGHTS OF PARTIES

3.1 MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS

Except as expressly provided for in this Agreement or by statute or ordinance, the City retains the sole right to manage its operation and to direct the working force, including the rights to: decide the size of and number in its working force; the scope of service to be performed; the method of service; to determine the schedule of work time; to determine whether and to what extent the normal routine work performed in the past required in its operations, shall be performed by employees covered by this Agreement; to assign work and the work to be performed; to maintain order and efficiency; to curtail or discontinue temporarily or permanently in whole or in part, operations whenever in the opinion of the City good business

judgment makes such curtailment or discontinuance advisable; to establish and change hiring procedures; to hire, lay off, assign jobs, work and locations, to transfer, to suspend, to discharge, or to discipline for just cause, to promote and determine the qualification of employees covered by this Agreement; to determine and change standards of fitness of employees to perform; to require any applicant for employment to take a polygraph examination at the discretion of the Chief of Police except as specifically prohibited by law; to determine the starting and quitting time and the number of hours to be worked; to transfer work from one Department or employee to another; to abolish or change existing jobs; to subcontract out any or all of the work performed by the employees in the bargaining unit when in the opinion of the City Council, such subcontracting will be beneficial to the operation of the City government; to establish new jobs, and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the City may determine to be necessary for the orderly and efficient operations of the City, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

B. EMERGENCY CONDITIONS

In accordance with Section 8-8 of the Gulfport Code of Ordinances, if it is declared that a state of emergency exists, resulting from, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared state of emergency, provided that wage rates and other direct monetary payments shall not be suspended. Any grievances which may arise during such declared state of emergency shall not be filed until the official end of the declaration of the state of emergency and all time requirements shall not begin until such official end of the declaration of the state of emergency.

3.2 EMPLOYEE RIGHTS

A. SCPBA BUSINESS

1. SCPBA representatives who are employees of the Gulfport Police Department may be granted time off, up to a maximum of two (2) representatives in any one (1) instance, by the Chief of Police or their designee, in order to conduct of business in connection with the SCPBA. Time off granted under this section for SCPBA business shall be paid at straight time pay by using pool time as provided below:
 - a. A written request for the use of SCPBA pool time is submitted to the Chief of Police or their designee at least forty-eight (48) hours in advance of the date of the time off; and
 - b. As determined by the Chief of Police or their designee, there must be sufficient staffing available on his/her regular shift to properly staff the Departmental unit during the absence of the SCPBA representative.
 - c. Approval by the Chief of Police must be in advance of the use of pool time. The Chief of Police shall, prior to approval, take into account staffing problems, possible emergency situations, possible overtime obligations, pool time use or conflicts with vacation time schedules.
 - d. The use of pool time shall not be approved which requires a SCPBA representative time off the job for periods in excess of five (5) consecutive work shifts.
2. Employees covered by this Agreement may donate at least two (2) hours of their annual leave (vacation) time, but cannot donate sick leave time, toward a SCPBA business pool time account. Donations to the SCPBA business pool time account can be processed anytime during the term of this Agreement.
3. Charges against the SCPBA business pool time, as provided in this Article, shall only be made when approved by the President or the General Counsel of the SCPBA and the Chief of Police.

4. For the purposes of this Article, vacation time schedules, shift staffing, and emergencies have priority over requests for the use of the SCPBA business pool time.
5. The employee who is a member of the negotiating team for the SCPBA may use pool time in accordance with the provisions of this Article.
6. Unused time in the SCPBA pool time account will be carried into the next fiscal year.
7. Pool time credited in hours to the SCPBA business pool time account shall be utilized for SCPBA business and charged in fifteen (15) minute increments until the hours in this account have been exhausted.

DONATION TO SUN COAST POLICE BENEVOLENT ASSOCIATION, INC.

POOL TIME ACCOUNT

I _____ (print name) hereby authorize the City of Gulfport to deduct _____ hours from my annual leave (vacation) accrual. (The minimum deduction is two (2) hours).

The time deducted above shall be transferred to the Association pool time for use by

SCPBA representatives.

DATE

SIGNED

JOB TITLE

SOCIAL SECURITY NUMBER

B. REPRESENTATION, STEWARDS

1. Parties

Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party. The names of the SCPBA representatives shall be given to the Employer.

- a. Local representative shall mean an employee of the Gulfport Police Department, who is a SCPBA member subject to the terms and conditions of this Agreement.
- b. SCPBA representative shall mean any officer or representative of the SCPBA.

2. Access by SCPBA

Authorized SCPBA representatives will be permitted to discuss SCPBA business with employees during their duty hours provided that such discussions shall in no way interrupt, delay, or otherwise interfere with effective, proper, and superior service to the community to a maximum of fifteen (15) minutes. Any additional time must be approved by the Chief of Police. SCPBA agrees that this privilege shall not be abused.

3. Read Off/After Duty Contact

SCPBA representatives and local representatives shall be allowed to communicate official SCPBA business to members prior to read-off and after going off-duty.

4. Copies for SCPBA

A copy of a special order, a general order, or a training bulletin, affecting SCPBA members shall be made available to the SCPBA upon request.

C. INDEMNIFICATION

The Employer shall indemnify employees to the extent required by Section 111.07 of the Florida Statutes.

D. NON-DISCRIMINATION

1. Membership

Employees in the bargaining unit shall have the right to join and participate in,

or refrain from joining, forming or participating in any labor organization, including the SCPBA.

2. Non-Discrimination

The City and SCPBA shall not discriminate against employees in regard to race, color, creed, sex, sexual orientation, gender, age, or national origin, marital status, religion, or disability as provided by law. Any claim of discrimination by an employee against the City, or its representatives, shall not be subject to the grievance or arbitration provisions of this Agreement but shall be subject only to the method of review prescribed by law.

E. BULLETIN BOARDS

1. The SCPBA shall be entitled to reasonable use of one (1) bulletin board in a work location established by the Chief of Police.
2. The bulletin board shall be used for posting SCPBA notices as follows:
 - a. Notices of SCPBA social or recreational affairs;
 - b. Notices of SCPBA elections and results of such elections; and
 - c. Notices of SCPBA appointments and other official SCPBA business.
3. All notices shall be signed by a duly recognized representative of the SCPBA.
4. Any SCPBA material not meeting the criteria of this section may be removed by any member of City management.
5. All costs incidental to preparing and posting SCPBA materials will be borne by the SCPBA. SCPBA is responsible for posting and removing approved material on the designated bulletin board and for maintaining such bulletin board in an orderly condition.
6. All costs related to acquiring and installing the bulletin board will be borne by the SCPBA. The size of the bulletin board shall not exceed 48 inches by 36 inches.
7. Duplicate copies of all notices posted shall be submitted to the Chief of Police prior to posting.

8. If the Chief of Police feels that the material to be posted is inappropriate, he will notify the SCPBA and the notice will not be posted. However, if the SCPBA feels that permission to post any SCPBA notice has been unfairly withheld, it may utilize the grievance procedure.

F. PRINTING OF AGREEMENT

The City agrees that it will disseminate copies to all bargaining unit members via the Power DMS database, no later than thirty (30) business days after such Agreement has been ratified by all parties. The City and the SCPBA shall agree on the format. The City Manager and the SCPBA shall attest to the validity of the original copy being used for reproduction. The certified copy will be maintained in the City Clerk's office.

G. POLICE OFFICER BILL OF RIGHTS

All members are protected by the provisions of Florida State Statutes, including those concerning police officer rights. F.S. sections 112.531-112.535.

3.3 NO STRIKE

A. PROHIBITION

The SCPBA agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excuse, ratify, support or acquiesce in any strike, slow-down, non-informational picketing or work stoppage which interferes or is likely to interfere with the efficient operation of the City's affairs.

B. INJUNCTIVE RELIEF

Should the SCPBA breach this Article, the City may proceed to the appropriate court and, without notice, obtain an injunction against such breach; the City may recover from the SCPBA or its successor interest, such damages as may be incurred, together with punitive damages and attorney's fees; and the City may take any other action authorized or required by law.

C. DISCHARGE

Any employee who engages in a strike shall have his/her employment terminated by the City

effective the date the violation first occurs. Such termination shall be effective immediately upon written notice served upon the employee.

3.4 WORK RULES AND PREVAILING RIGHTS

A. ORDINANCES AND WORK RULE

1. Code and Work Rules Govern Relationship.

Except where in conflict with this Agreement, the City's Code of Ordinances and written rules and regulations and Personnel Manual shall govern the relationship between the City, SCPBA, and the employees covered hereunder.

2. Arbitration of Conflict Issues.

The issue of whether an ordinance, rule, or regulation conflicts with this Agreement shall be subject to the provisions of the grievance procedure but shall not be subject to arbitration.

B. MAINTENANCE OF CONDITIONS

Any right or working condition enjoyed by employees covered by this Agreement shall not be changed in an arbitrary or capricious manner as the result of specific action taken by the City.

1. A written rule, regulation, policy, or procedure in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy, or procedure to be compatible with this Agreement. A special or labor-management conference shall be deemed appropriate to resolve conflicts arising under this Article.
2. Should the City elect to award additional benefits to all City employees as a group, which are not included in this Agreement or which are not in the Personnel Manual at the time of the effective date of this Agreement, the SCPBA and the City agree that such benefit may be negotiated for inclusion of the members of the bargaining unit. The parties agree to execute a Memorandum of Understanding as needed to include additional benefits as referenced in this paragraph.

C. EXISTING RULES

1. Employees shall be required to observe and comply with all current and future written rules and regulations as set forth in Departmental procedures and such special and general orders and other written communications, except those which are in conflict with this Agreement.
2. No disciplinary action shall be taken against any bargaining unit member for violation of a newly established directive, rule, or regulation of which they are unaware unless the member was unaware of the rule or regulation as a result of his or her failure to comply with the terms and conditions of this Agreement, or Department Directive requiring review of any newly established directive, rule, or regulation. It shall be the responsibility of all bargaining unit members to review the Power DMS database for any new rules or directives, which were promulgated during the course of an absence.
3. The City shall forward to the local SCPBA representative a copy of any new written departmental memorandum, rule, regulation, general or special order, ordinance, or policy, or any change to a written departmental memorandum, rule, regulation, general or special order, ordinance, or policy when it is promulgated.

3.5 RESIDENCY

There shall be no residency requirements for employees covered by this Agreement except as it may pertain to eligibility for a take-home vehicle as specified elsewhere in this Agreement.

3.6 CHECKOFF

- A. During the term of this Agreement the City agrees to deduct dues and uniform assessments owed by the employee to the SCPBA on a biweekly basis. Prior to such deduction the SCPBA shall provide the City with a signed statement from each employee whose dues are to be

deducted (see section H for approved form). Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City or to the City and the SCPBA and shall also be discontinued in the event the employee is terminated or is transferred, promoted, or otherwise moved out of the bargaining unit.

- B. Upon notification from the SCPBA as to the amount, the City shall raise the dues deduction according to the established amount provided in the SCPBA bylaws.
- C. This Agreement applies only to the deduction of basic membership dues and uniform assessments and shall not apply to the collection of any fines, penalties, or special assessments.
- D. In the event that an employee's salary earnings within any pay period, after deductions for withholding, pension, or social security, health or hospitalization insurance or other standard or legally required deductions, are not sufficient to cover dues and special assessments, it will be the responsibility of SCPBA to collect its dues for that pay period from the employee.
- E. For the purpose of putting this Article into effect, SCPBA will furnish forms to employees who desire to authorize payroll deduction of SCPBA dues and uniform assessments.
- F. SCPBA agrees to pay the Employer an annual fee of \$250.00 for the service of dues. SCPBA shall pay the City no later than January 15 of each year of this contract.
- G. SCPBA agrees to pay the Employer a reasonable fee for any change in the membership dues structure, or other type deduction, at the rate of \$25.00 on the effective date of such changes. A check to cover this fee shall accompany any letter of change notice.
- H. The form shall be as follows:

NOTICE TO CITY OF GULFPORT
AUTHORIZATION FOR DEDUCTION OF
SUN COAST POLICE BENEVOLENT ASSOCIATION, INC. DUES

I hereby authorize City of Gulfport to deduct from my paycheck each pay period my SCPBA dues as certified to the employer by the SCPBA in the amount of \$_____. I understand that this authorization is voluntary, and I may revoke it at any time by giving the City of Gulfport notice in writing.

DATE

SIGNED

JOB TITLE

SOCIAL SECURITY NUMBER

Submitted on: _____

ARTICLE 4
GRIEVANCE AND DISCIPLINE

4.1 GRIEVANCES

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed and understood that both parties agree to the following procedures for the resolution of grievances:

- A. A bargaining unit employee or group of employees shall utilize the grievance procedure established under this Article.
- B. An employee or group of employees covered by this Agreement shall have the right to be represented or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this Article shall be construed to prevent any employee from presenting his own grievances, and having such grievances adjusted without the intervention of the bargaining agent.
- C. Should an employee or group of employees elect to process their own grievance, the SCPBA shall be notified of any meeting where a resolution of the grievance may occur as provided in F.S. section 447.301 (4).
- D. In the case of a class grievance one employee shall be chosen as spokesperson, and only that employee need sign the grievance, provided however, that all names associated with the class action shall be listed.
- E. With prior approval of the Chief of Police or his designee, the SCPBA representative shall be allowed reasonable time off with pay by charging the time to the SCPBA Pool Time Bank for investigating, presenting and appealing grievances. The performance of this function by the SCPBA representative shall in no way interrupt or interfere with normal functioning of the Department.

- F. The SCPBA agrees to guard against the use of excessive time for the investigation of grievances. The SCPBA representative will provide advance notice to his/her supervisor to allow planning arrangements to enable the representative time for investigative activity. If permission is denied to the representative at the particular time requested, the City shall advise the representative when he/she can reasonably expect to contact the employees concerned. In the event permission is denied, the time periods established under Section 3 of the grievance procedure will be extended to the time permission is granted for the concerned employee's contact.
- G. For the purpose of this Article, the working day is defined as the days City Hall is open, during the hours 8 AM to 4:30 PM.
- H. A grievance is defined as an alleged violation or dispute as to the interpretation or application of a specific provision of this Agreement or a matter involving disciplinary action, except that a probationary employee may not grieve a disciplinary matter up to and including discharge.

4.2 GRIEVANCE PROCEDURE

1. STEPS

Step 1: The employee shall present a signed, written grievance to their immediate supervisor within seven (7) working days of the occurrence. (See attached Appendix I for approved grievance form.) The immediate supervisor shall answer the grievance in writing within seven (7) working days after receipt of the written grievance.

Step 2: If the employee is not satisfied with his/her immediate supervisor's written response, the grievance shall be presented in writing to the commander or his/her designee within seven (7) working days from the time the immediate supervisor's response was received in Step 1. The commander or his/her designee shall meet with the employee and SCPBA representative within seven (7) working days of receipt of written grievance unless such meeting is

waived. The commander or his/her designee shall respond in writing within seven (7) working days after meeting is held or waived with his/her decision.

Step 3: If the employee is not satisfied with his/her commander's written response, the grievance shall be presented in writing to the Chief of Police or his/her designee within seven (7) working days from the time the commander's response was received in Step 2. The Chief of Police or his/her designee shall meet with the employee and SCPBA representative within seven (7) working days of receipt of written grievance unless such meeting is waived. The Chief of Police or his/her designee shall respond in writing within seven (7) working days after meeting is held or waived with his/her decision.

Step 4. If the employee is not satisfied with the written response of the Chief of Police or his/her designee in Step 3, a written appeal shall be presented, within seven (7) working days to the City Manager or in the event of the City Manager's absence the person acting in that capacity, who shall meet with the employee and SCPBA representative within seven (7) working days unless such meeting is waived. The City Manager or in the event of the City Manager's absence the person acting in that capacity shall respond in writing within seven (7) working days after meeting is held or waived with his/her decision.

Steps in the grievance procedure may be skipped by mutual agreement of the City and the Grievant, in order to expedite a resolution of the issue being grieved.

2. TIME LIMITS

- A. A grievance is conclusively deemed waived and abandoned under this Agreement unless it is brought to the City's attention within seven (7) working days after the occurrence of the act or failure to act, or such time as the employee would be expected to have constructive knowledge of the action or failure to act, which gives rise to the grievance and is prosecuted by the employee or the SCPBA within the time limits set forth in Section 3.

- B. A grievance not answered by the City within the time limits established under this Article shall entitle the SCPBA or employee to advance the grievance to the next step. Time limits identified in this article may be waived or extended by mutual written agreement of the City and the Grievant.

4.3 ARBITRATION

- A. If the employee grievance is not resolved in Step 4, the aggrieved employee may within seven (7) working days submit a request for arbitration to the City Manager, unless prohibited within this Agreement.
- B. If the parties fail to mutually agree upon an arbitrator within ten (10) working days 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 Services (FMCS) by the City Manager or the SCPBA within seven (7) working days 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. A coin shall be tossed to determine who shall cross out first. The remaining name shall be the selected arbitrator.
- C. The hearing on the grievance shall be informal and the rules of evidence shall not apply; however, to assure an orderly hearing, the rules of judicial procedure should be followed as closely as possible.
- D. **Scope**

The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of specific articles in this Agreement and shall have no power to delete from, add to, change or otherwise modify or alter this Agreement.
- E. The decision of the arbitrator shall be final and binding upon the aggrieved employee(s) or the SCPBA and the Employer.
- F. The costs of the arbitrator shall be borne equally by the parties, except that each party shall bear the costs of its own attorney and the cost of any transcripts desired by that party.

- G. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party producing such participants and witnesses.
- H. The arbitrator shall be requested to render his/her decision as quickly as possible.
- I. In case of a grievance involving any continuing or other monetary claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than thirty-one (31) calendar days prior to the date when such grievance shall have been submitted in writing.
- J. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event, no later than fifteen (15) calendar days after receipt of the arbitrator's award.
- K. Either party to this Agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.

3. GRIEVANCE FORM (see following page for the approved grievance form)

Instructions

- A grievance is defined as an alleged violation of the collective bargaining agreement (CBA) or dispute as to the interpretation or application of a specific provision of the (CBA) or a matter involving disciplinary action.
- You must submit this form to your immediate supervisor within seven (7) working days of the alleged violation.
- Submit this original form at each and every step of the grievance process.

Name of grievant:		Date of alleged violation:	CBA Article #
Alleged Violation Describe the nature of the violation, dispute, or disciplinary matter you are grieving			
Requested Remedy Describe what action you are seeking in order to resolve your grievance			
Step 1—Immediate Supervisor The supervisor must respond within seven working days following receipt of the grievance			
Date/time submitted:	Grievant Signature:	Supervisor Signature:	
Grievance Resolved? YES NO	Comments:		
Date/time of response:	Grievant Signature:	Supervisor Signature:	
Step 2—Commander The grievance must be submitted to the commander within seven working days from the response in step 1			
Date/time submitted:	Grievant Signature:	Commander's Signature:	
Grievance Resolved? YES NO	Comments:		
Date/time of response:	Grievant Signature:	Commander's Signature:	
Step 3—Chief of Police The grievance must be submitted to the Chief within seven working days from the response in step 2.			
Date/time submitted:	Grievant Signature:	Chief's Signature:	
Grievance Resolved? YES NO	Comments:		
Date/time of response:	Grievant Signature:	Chief's Signature:	
Step 4—City Manager The grievance must be submitted to the manager within seven working days from the response in step 3.			
Date/time submitted:	Grievant Signature:	City Manager's Signature:	
Grievance Resolved? YES NO	Comments:		
Date/time of response:	Grievant Signature:	City Manager's Signature:	
Arbitration The arbitration request must be submitted to the manager within seven working days from the response in step 4.			
Date/time submitted:	Grievant Signature:	City Manager's Signature:	
Arbitrator Selected:		Date of Hearing:	
Results of Hearing:			
Date of final resolution:	Grievant Signature:	City Manager's Signature:	

4.4 PERFORMANCE AND DISCIPLINE

A. FORMAL INVESTIGATIONS

1. Investigation of Complaints.

Parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involve these employees in all manner of contacts and relationships with the public and out of such contacts and relationships questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints will be conducted by, or under the direction of, departmental supervisory officials or another law enforcement agency having jurisdiction whose primary concern must be the security of the City and the preservation of the public interest.

2. Right to Conduct Investigation.

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

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 SCPBA representative present; however, nothing herein shall be interpreted to excuse the officer or employee from answering truthfully all questions asked.

3. False Accusations.

False and malicious accusation by third party complainants, whether criminal or administrative in nature, shall be forwarded at the discretion of the Chief of Police to the State Attorney's Office for prosecution upon being determined to be false and/or malicious.

4. Disposition of Investigation.

When an investigation of an employee by the department is completed, the investigative file shall reflect one of the following as the case disposition:

- (a) **Unfounded:** The investigation conclusively proved that the act or acts complained of did not occur.
- (b) **Exonerated:** The acts which provided the basis for the complaint or allegation occurred; however, investigation revealed that they were justified, lawful, and proper.
- (c) **Not Sustained:** Investigation failed to disclose sufficient evidence to prove clearly the allegation made in the complaint or to disprove conclusively such allegation.
- (d) **Sustained:** The investigation disclosed sufficient evidence to prove clearly the allegation made in the complaint.
- (e) **Policy Failure:** The action of the agency or the officer was consistent with agency policy; however, the policy requires amending or revision.
- (f) **Misconduct Not Based on Original Complaint Sustained:** New substantiated misconduct not mentioned in the initial allegation was disclosed by the investigation and is sustained. The original complaint may be unfounded, not sustained or exonerated.

4.5 DISCIPLINE AND DISCHARGE

A. REASONS FOR DISCHARGE

The City shall have the right to discharge any employee for the violation of any City

or Department rule or regulation which specifies discharge as a punishment for just cause with proof that a violation has occurred and that the punishment is reasonable.

B. DEGREE OF DISCIPLINE

Discipline of regular employees may only be for just cause with proof that a violation has occurred, and the punishment is reasonable. Employees may be disciplined by written warning, demotion, suspension, or discharge for violation of the City or department rules and regulations or any action or failure to act which in the opinion of the Chief of Police or his/her designee adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of the City government or any department, division, or area of the City. Written warnings are subject to the grievance procedure only through Step 4, City Manager, and not subject to arbitration. Suspension, demotions, and discharges of non-probationary employees are subject to the grievance procedure and arbitration.

C. TYPES OF DISCIPLINE

The City recognizes the fact that each situation differs in many respects with somewhat similar ones. Thus, the City retains the right to determine the appropriate discipline on a case-by-case basis.

The City recognizes the following types of disciplinary action:

- (1) Written warning
- (2) Suspension without pay
- (3) Demotion
- (4) Discharge

D. WRITTEN WARNINGS

Written warnings shall not be placed in the employee's personnel files before the employee has been informed of such action. The employee shall be requested to date

and sign all written warnings; however, the signature does not imply agreement. If the employee refuses to sign a written warning, this action shall be noted on the document.

E. NOTIFICATION OF PERSONNEL ACTION

Upon written authorization from the employee, the City will furnish to SCPBA representative with copies of the forms prepared by the City covering the personnel action.

F. DISMISSAL OR DEMOTION DURING PROBATION

1. Probationary employees may be disciplined or discharged at the will of the City and such action shall not be subjected to the grievance article of this Agreement or the City Personnel Manual. If a probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the employee may be dismissed by the City Manager or designee.
2. The Department Head or designee must coordinate this action with the City Manager or designee and furnish written notice that the employee is unsatisfactory. The employee does not have the right of administrative appeal as provided in Grievance & Arbitration of this contract.

4.6 PERSONNEL RECORDS

- A. It shall be the right of any member of the bargaining unit, at reasonable times, to inspect his/her personnel file and, at his/her expense, to make copies of his/her personnel file or portions thereof. When a personnel record of a member of the bargaining unit is furnished to the public pursuant to a request therefore, such information shall be released in accordance with Florida Statutes governing public records.
- B. Notices of written warnings, suspensions, and terminations, as well as employee evaluations shall be a permanent portion of the employee's official personnel record.
- C. Complaints or investigations where there is a finding of not sustained or unfounded shall be

clearly and boldly marked as **NOT SUSTAINED** or **UNFOUNDED** and these records shall not be maintained in employee personnel files.

- D. The Public Records Law as defined by Florida Statute Chapter 119 shall prevail upon release of information.
- E. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

ARTICLE 5

LEAVES

5.1 HOLIDAYS

A. DAYS OBSERVED

1. The observed holidays are:

New Year's Day*
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas
President's Day
Two (2) Personal Days

* When Christmas and New Year's Day fall on a Tuesday or Thursday, the preceding Monday or following Fridays shall also be recognized as holidays.

2. Employees assigned to a 2184-hour annual schedule shall be paid for holidays at a rate of twelve (12) hours per holiday. All holiday hours will be paid at the straight-time rate and will not count toward the calculation of overtime.
3. An employee must be on authorized leave or work his/her normal schedule of hours, on the regularly scheduled working day immediately prior to a holiday and the regularly

scheduled working day immediately following a holiday, in order to qualify for the holiday time. If an employee calls in sick the day before or the day after a holiday, their leave does not constitute authorized leave as it pertains to holiday pay, unless a doctor's note is submitted.

4. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with sick leave for the time taken off that day, and the holiday will be forfeited unless a doctor's note is submitted. Section 3 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.
5. Employees on annual leave, annual military leave, jury duty, sick leave, bereavement leave and all other absences from duty and on active pay status on the calendar day the holiday is observed, must use the holiday on the same calendar day that it is earned.
6. The City Manager will determine which departments or operations will be closed in observance of the holiday.
7. Holidays may not be accrued. Holiday work pay set forth in Section 2 of this Article shall be paid within the pay period in which the holiday occurs.
8. In the event the City cancels all days off or reschedules employees from what would be their normal days off (flex scheduling) to work a mandatory holiday such as July 4, then those employees who are rescheduled will receive their regular pay for overtime as applicable plus the twelve (12) hours additional pay for working on that holiday. An employee shall not be required to schedule another day off in lieu of the extra day worked.
9. To be eligible for both personal days, the employee must be hired prior to March 31 of the fiscal year beginning October 1. Employees hired after such date will only be eligible for one personal day.

5.2 VACATION PLAN

- A. Vacation (annual leave) requested by the employee will be reviewed by the immediate supervisor and command staff. The Department will make every effort to meet the desires of the employee and will give priority in scheduling vacation requests based on classification seniority.
- B. Employees shall accrue paid vacation credit during active pay status on the following basis:

<u>YEARS OF SERVICE</u>	<u>VACATION ACCRUAL</u>
1 through 2 years	84 hours
3 through 4 years	100 hours
5 through 9 years	126 hours
10 through 14 years	142 hours
15 through 19 years	168 hours
20 through 21 years	184 hours
22 plus years	184 hours plus 8 hours for each additional year up to a maximum of 200 hours

C. ACCRUAL

1. It is the intent of this Agreement to have employees take their vacation yearly for the period in which it was earned. Employees carrying excess Annual Leave should be afforded the opportunity to use the excess leave prior to the end of each anniversary year. The anniversary year begins the date the employee is hired.

D. REQUEST FOR LEAVE

1. Request for annual leave shall be made in advance of use. A minimum of two (2) weeks advance notice is required. The Chief of Police or his designee may waive this requirement where an employee has available days to use, and the departmental schedule will permit.
2. When an employee submits a written request to utilize their annual leave, the employee's immediate supervisor shall review the request in a timely manner and shall either approve or deny the request based on current staffing needs within ten (10) business days of the

date of the employee's request. Should the immediate supervisor deny the employee's request, the supervisor shall inform the employee in writing of the reason for the denial.

3. All vacations must be scheduled in advance and approved by the employee's immediate supervisor. Vacations will be approved on a first come, first served basis with preference given to senior employees where there is a conflict in dates requested, however, once approved by the Police Chief, a junior employee's vacation will not be rescheduled. It is understood that supervisors will approve vacation leave consistent with the needs of the City.

E. PAYMENT - UNUSED LEAVE

1. Payment of annual leave time in lieu of actually taking vacation shall not be permitted except in three (3) special cases:
 - a) Employees entering military service.
 - b) Separation from City employment.
 - c) Layoff.
2. Upon separation from City employment, employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.
3. All earned annual leave of employees who die while in the service of the City shall be paid to the spouse or estate of the employee.

F. CHARGING LEAVE

1. Annual leave time shall be scheduled and charged to the employee.
2. Annual leave will be charged in fifteen (15) minute increments.

G. There may be an advancement of vacation payment if requested by the employee. The advancement must be requested in the pay period prior to commencement of the annual leave.

H. Employees may donate up to twelve (12) hours per year from their accrued annual leave to a specific employee because of a serious illness of an employee who has completely depleted their sick leave and annual leave balances.

5.3 SICK LEAVE

A. ELIGIBILITY

1. Regular employees will be allowed sick leave with pay.
2. Sick leave will accrue during the initial six (6) months of employment but may not be taken during this period unless authorized by the Chief of Police.
3. If and when sick leave may appear to be abused or where an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave may be required to furnish competent proof of the necessity for such absence. The City reserves the right in all cases of illness or reported illness to require the employee to furnish a doctor's note. The City shall require a doctor's release in order for an employee to return to work following surgery or use of three (3) consecutive sick days. Abuse of sick leave privileges shall constitute grounds for disciplinary action and/or dismissal.
4. Employees may not use any accumulated sick leave for sickness or injury sustained while engaged in outside employment.

B. SICK LEAVE WILL BE GRANTED FOR THE FOLLOWING REASONS:

1. Employee's health.
2. Medical, dental, or optical treatment, which is necessary during working hours.
3. Quarantine due to exposure to contagious disease.
4. Employee's health while on vacation where medical documentation is provided.
5. Family Medical Leave Act Leave ("FMLA").
6. Care for a sick immediate family member as defined in Section 10 of the City Personnel Manual.

C. AMOUNT OF LEAVE

Regular employees shall be allowed to earn ninety-six (96) hours of Sick Leave with pay in one (1) calendar year.

D. ACCRUAL

1. Members of the bargaining unit who use no more than the amounts of Sick Leave listed below during the employee's preceding anniversary year shall receive an incentive in additional hours of annual leave as follows:

0 hours used	16 hours annual leave
1-8 hours used	8 hours annual leave
9-16 hours used	4 hours annual leave

- E.** Sick Leave may be accumulated to a maximum of two thousand one hundred eighty-four (2,184) hours for purpose of illness only. **REPORTING SICK LEAVE**

1. An employee who is incapacitated and unable to work shall notify his/her immediate supervisor at least fifteen (15) minutes before the scheduled working time, stating the reason for the leave and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Police Chief.
2. Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Employees may request a light duty assignment in accordance with procedures established in the City Personnel Manual. It is understood there will not be any reduction of pay.

3. PAYMENT - UNUSED LEAVE

Upon an employee's death or retirement from the City's service, the City shall pay the employee for a portion of the employee's accumulated Sick Leave as follows, based on the employee's years of service.

Years of Service Percentage/ Maximum Hours

0-9 years continuous service: 0 hours
10 years continuous service: 25% up to 200 hours
11 years continuous service: 27.5% up to 220 hours
12 years continuous service: 30% up to 240 hours
13 years continuous service: 32.5% up to 260 hours
14 years continuous service: 35% up to 280 hours
15 years continuous service: 37.5% up to 300 hours

16 years continuous service: 40% up to 320 hours
17 years continuous service: 42.5% up to 340 hours
18 years continuous service: 45% up to 360 hours
19 years continuous service: 47.5% up to 380 hours
20 years continuous service: 50% up to 400 hours

4. CHARGING LEAVE

a) Sick Leave time shall be charged to the employee for the actual time the employee is away from work.

b) Sick Leave will be charged in a minimum of fifteen (15) minute increments.

5. The parties agree that, during the term of this Agreement, changes to the sick leave policy may be negotiated by mutual consent. The parties also agree that any such changes will be subject to the appropriate approval procedures as required by law.

5.4 MILITARY LEAVE

- A. Employees covered by this Agreement who are members of the reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service or field training for a total maximum of two hundred forty (240) working hours in any one calendar year. In absence of emergency recall, seven (7) days' notice, prior to the commencement of the leave will be required.
- B. This payment is a benefit above and beyond that authorized by the Uniformed Services Employee Rights and Responsibilities Act. The City recognizes that the Act does not require employees to provide copies of official military orders to secure the benefits of the Act; however, the Union recognizes that, in order to be eligible for payment under this Article of this Agreement, employees shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the formal request for military leave.
- C. In accordance with provisions of Chapter 115.14 of the Florida Statutes, full-time and part time City employees (other than temporary, emergency, or seasonal, who are members of a reserve

component of the Armed Forces of the United States and are ordered into active duty military service under emergency conditions are authorized to receive full base pay (at basic work week as defined under Article 23 Section I) from the City for the first thirty (30) calendar days of their active duty service.

- D. If the emergency active duty extends beyond thirty (30) calendar days and the employee's total military compensation is lower than his or her total City full base pay (at basic work week as defined under Article 23 Section 1) at the time the employee is activated, the employee shall receive a bi-weekly supplemental pay differential from the City. The amount of the supplemental pay differential shall, when added to the employee's total military compensation, be equal to the employee's base pay at the time of their deployment. The supplemental pay differential is authorized during the employee's emergency active-duty assignment for six (6) months; however, the City Manager may extend the supplemental pay differential.
- E. Employees activated to emergency active-duty military service will continue to be covered by the City's life and health insurance plans and may continue to pay premiums for any additional dependent health care, dental or other insurance plans offered to employees at their expense. In the event the employee's supplemental amount does not cover the dependent health care, dental or other insurance plans offered, the employee will be billed for the difference. The employee will be billed monthly, and premiums will be due and payable upon demand.
- F. Such employees will continue to accrue sick, vacation, and personal leave during their active-duty military service.
- G. During their activation to emergency military service, employees are entitled to preserve all seniority rights, promotional status, and retirement privileges.

5.5 BEREAVEMENT LEAVE

- A. All regular employees may be granted, upon approval of the Chief of Police, time off with pay not to exceed three (3) consecutive working days for a death within the State of Florida and five (5) consecutive working days for deaths occurring outside the State of Florida in the event

of death in their immediate family. Immediate family has the same definition as in Section 2 of the City Personnel Manual.

- B. Bereavement Leave shall not be charged to vacation or sick leave.
- C. Bereavement Leave shall be used within 90 days of the death unless an extension of time is granted by the City Manager based on individual circumstances.
- D. Further extensions by means of vacation or leave without pay may be granted by the City Manager due to individual circumstances.

5.6 PARENTAL LEAVE

A. The purpose of the parental leave policy is to provide a full-time regular employee with a base salary continuation for four (4) weeks following the birth, adoption, or foster care intake of the employee's child. The parental leave program is available to both male and female employees and is limited to one (1) four (4) week period per rolling year.

- (1) To be eligible for parental leave, the employee must meet all Family Medical Leave Act ("FMLA") eligibility requirements located under City Policy Section 11.03.
- (2) Eligible employees are required to exhaust all available sick leave prior to the four (4) weeks of base salary continuation. Employees may use available vacation leave following the four (4) weeks of salary continuation, as long as it does not exceed the twelve (12) weeks of FMLA.
- (3) Parental leave shall count against the employee's FMLA leave entitlement.
- (4) Eligible employees will be paid at their base hourly rate of pay. Employees who become eligible for pay increases during the leave period will receive their increases as scheduled.
- (5) Eligible employees shall notify their supervisors with as much advance notice as possible under the circumstances. Department Directors may request verification of the birth, adoption, or foster care intake at any time prior to, during, or following parental leave.

- (6) If the employee resigns within one hundred (120) days following parental leave, the employee will be responsible for the repayment of the salary paid four (4) weeks of parental leave and the City paid health insurance premiums.

5.7 REDUCTION IN FORCE AND RECALL

A. LAY OFF

1. The City Manager may layoff an employee or employees when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, material changes in the duties or organization, or for related reasons which are outside the employee's control, and which do not reflect discredit upon the service of employees.
2. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes.
3. No regular employee shall be laid off while another person in a position is employed on a probationary basis in the same classifications or any other classification which the regular employee is qualified to hold.
4. When it becomes necessary to reduce the number of employees within a given class through lack of funds, work, or other causes, the City will first make every effort to reclassify general employees to a position for which they are qualified and eligible. For example: if a detective position is eliminated, the detective shall be offered a position as a non-probationary police officer, and if layoffs become necessary, junior police officers will be laid off first. Employees shall be laid off as follows:
 - (1) Probationary employees
 - (2) Regular employees
5. Employees shall be laid off according to length of service in the class, but only after appropriate reclassifications have been made as indicated in section 4.
6. In the event that two or more employees affected have the exact same amount of service in the class, the employee with the lowest performance evaluation record will be laid off first.

B. RECALL

1. Following a layoff, regular employees covered by this Agreement, laid off shall have precedence for recall in their classification before other full-time employees are hired if recalled within 12 months.
2. Recall will be offered to laid off employees under A above provided they are physically and otherwise qualified to perform the duties of the job.

ARTICLE 6
WAGES

6.1 POLICE OFFICERS, DETECTIVES

A. WAGES

1. Effective October 1, 2026, all employees will receive a 9% general wage increase.
2. Performance Evaluations

The City shall complete a performance evaluation on each employee annually on or before the employee's anniversary date.

2184 – Police Officers/Detectives

	Min	Max
10/01/26-09/30/27	\$70,820.83	\$104,095.39

B. LONGEVITY BONUS

Should the City award a longevity bonus to other City Employees, that program shall be extended to include all employees covered by this Agreement.

C. LATERAL ENTRY PROGRAM

Newly hired employees may be appointed at a starting salary above the minimum of the applicable pay grade, not to exceed fifteen percent (15%) above the minimum, as determined

by the City Manager or designee based upon the employee's prior law enforcement experience, education, certifications, or other specialized training.

6.2 ASSIGNMENT PAY

- A. An employee who is assigned to work as a field training officer shall receive an additional five percent (5%) added to their hourly rate of pay for the hours actually worked on that assignment.
- B. An employee who is assigned to work as an Acting Supervisor shall receive an additional five percent (5%) added to their hourly rate of pay for the hours actually worked on that assignment.
- C. If an employee is assigned to serve as both a field training officer and as an Acting Supervisor, he or she shall receive an additional ten (10%) percent total added to their hourly rate of pay for the hours actually worked on that assignment.
- D. An employee who is assigned to a position requiring on-call status, including Detectives and PCSO Major Accident Investigation Team assignment, shall receive an on-call stipend of one hundred (\$100) dollars per pay period.
- E. An employee who is assigned to a community resource officer position shall receive an additional five percent (5%) to their hourly rate of pay. To qualify for the additional pay, the officer must be assigned to a 40-hour work week.

6.3 SHIFT PREMIUM INCENTIVE PAY

- A. Shift premium incentive pay is defined as premium pay based on scheduled hours worked. Employees regularly assigned to the night shift shall receive shift premium as provided herein:
 - 1. Any officer assigned to a twelve (12) hour shift shall receive shift premium pay for the hours worked during the period of 2000-0800; Officers shall receive \$2.00 more an hour above their base rate of pay.
 - 2. Payment shall be per hour and for actual hours worked.

- a. Payment for leave time shall be at the employee's regular rate of pay and shall not include any shift premium pay.
3. Employees working irregular shift schedules shall also receive shift premium pay for those shifts that fall into the criteria in A above.
4. Employees who are scheduled to work overtime shall receive their overtime rate based on their regular hourly rate and if the assigned overtime is eligible for the shift premium pay it shall be added to the employee's pay after the calculation of overtime.

ARTICLE 7

WORK WEEK AND OVERTIME

7.1 BASIC WORK PERIOD

Departmental management shall establish the basic work period and hours best suited to meet the needs of the department and provide service to the community. Pursuant to the FLSA's 7k exemption, established under 29 USC's 207(k), the basic work period for employees assigned to twelve-hour shifts will be fourteen (14) consecutive days, commencing on a Tuesday at 12 o'clock midnight and ending two weeks later on a Monday at 11:59 PM. Employees assigned to twelve-hour shifts will be compensated at the overtime rate of one and one-half times their regular rate of pay for each hour worked in excess of eighty-four (84) hours in the work period. For all other employees, the work period shall consist of seven consecutive days, commencing on Tuesday at 12 o'clock midnight and ending the following Monday at 11:59 PM. Overtime will be compensated for each hour worked in excess of forty-two (42) hours in the work period. Work hours shall include all time an employee is required to be on duty or on the Employer's premises, or at a prescribed workplace, including court attendance and depositions, provided time spent in attendance at educational courses, meetings, or seminars shall not be considered work hours unless said educational time is mandated by the Chief of Police.

7.2 SHIFT ASSIGNMENT

Police officers shall be permitted to bid within their area of assignment for their shift assignment. The bidding shall be by assignment seniority. The Chief of Police may require certain specialties be present on any particular shift and if more than one member possesses that specialty those members meeting those criteria may bid among themselves for that position. The Chief of Police shall have the authority to override the bid selections for specific reasons such as need for specialties, conflicts, staffing adjustments, and need for changes in supervision especially of probationary personnel. The current department policies for bidding and of shifts shall continue. The SCPBA reserves the right to meet with the Chief of Police should there be a question as to a bid exception. Should the City decide to alter the current shift structure, the parties agree to negotiate the effects on the issues such as holidays, vacation, leaves of all type, shift premium pay.

7.3 OVERTIME POLICY

- A. For the purposes of this Article, overtime shall be defined as all hours actually worked over the following thresholds as permitted under FLSA:
 - 1. For employees assigned to twelve-hour shifts, the overtime threshold is 84 hours in the 14-day work period indicated in 7.1.
 - 2. For all other employees, the overtime threshold is 42 hours in the 7-day work period indicated in 7.1.
- B. When an employee is off for vacation, compensatory time, or training leave authorized by the City, the hours shall be counted as part of the 84 hours actually worked in determining overtime for that week.
- C. Employees shall be paid overtime at the rate of 1.5 times their normal hourly rate of pay based on the approved authorization of a supervisor.
- D. The normal schedule of an employee shall not be altered solely to avoid paying the overtime rate except for department authorized training programs.
- E. Employees who are required to attend training, and who in fact do attend the training,

shall be compensated based on the scheduled time of the training as indicated on the training announcement or for the actual time of their attendance, whichever is greater. In no case shall compensation for training be less than two hours.

- F. In the event that a training program or meeting is cancelled, and the employee is given less than two (2) hours' notice of the cancellation, the employee will be paid two (2) hours of straight pay (not counted toward the computation of overtime). Notice will be in the form of a telephone call or text message to the employee's department-issued cellular telephone.

7.4 CALL BACK

- A. Call back pay is provided to compensate employees who are ordered to return to work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work. Call back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly departmental shift/work schedule or anticipated additional work requirements.
- B. Any employee who is off duty and ordered to return to work shall be eligible for call back pay.
- C. Any employee who is required to continue working after his/her regular scheduled shift shall be ineligible for call back pay but shall be eligible for compensation at the overtime rate of pay.
- D. Any employee eligible for call back pay shall be paid for the actual hours he or she worked, plus one (1) hour bonus for the call back inconvenience. All hours worked on a callback shall be counted toward computing the weekly overtime.

7.5 OFF-DUTY COURT ATTENDANCE

- A. Court attendance is an integral part of police work, and the parties agree that employees required to attend court in the performance of their duties should be fairly

compensated.

- B. An employee required to attend court or a court related hearing, such as a deposition, for purposes directly related to the performance of his duties as an employee during scheduled off-duty hours shall be compensated two hours of pay for all appearances commencing during the two-hour period, provided that the start of the two-hour period is more than sixty minutes prior to his regularly scheduled check-on time or more than sixty minutes after his regularly scheduled check-off time.
 - 1. Multiple appearances commencing during the two-hour period shall be paid on the basis of a single, two-hour guarantee.
 - 2. The employee will be compensated from the time the first appearance begins until two hours later or when released by property judicial authority if the release extends past the two-hour period.
 - 3. An employee required to attend any court appearance starting within the two-hour period and extending beyond this period shall be paid for the two hours plus all time spent beyond the two hours until released.
 - 4. An employee attending court or a judicial hearing sixty minutes or less prior to his regularly scheduled check-on time will be considered “on duty” for purposes of this section. Likewise, an employee attending court or a judicial hearing within sixty minutes after his regularly scheduled check-off time will be considered “on duty” until released by the proper judicial authority.
 - 5. All hours indicated in this section shall be counted toward the computation of overtime.
- C. In the event that an employee is required to be on off-duty court standby, he shall be paid two hours of base, straight-time pay for each day of off-duty court standby. It shall be the responsibility of the employee to check in with the court liaison officer,

leaving a number where he may be reached.

7.6 EXTRA DUTY

- A. Extra duty employment is defined as any secondary employment that is conditioned on the actual or potential use of law enforcement powers by the member and that is coordinated by assignment through the department and performed during the employee's normal off-duty hours.
- B. All extra duty opportunities shall be posted on the department bulletin board, and assignment to extra duty work will be made pursuant to departmental written directive.
- C. While on extra duty, the employee will be under the direct control and supervision of the police department and shall only perform functions that are considered normal police business.
- D. The employee shall be in regular police department uniform and shall make an official police record of all incidents occurring that require his/her action.
- E. Compensation of officers assigned to an extra duty job will be reflected as a salary adjustment in earnings from the City with reimbursement payable to the City by the contracting employer. All authorized and approved extra duty work performed shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1.5) time the employee's straight time hourly rate of pay.

7.7 COMPENSATORY TIME

- A. An employee may elect to receive compensation for overtime, stand-by or court time in the form of compensatory time awarded at the appropriate rate.
- B. Employees may accumulate no more than eighty-four (84) hours of compensatory time.
- C. Employees may use compensatory time in increments of 2 hours or more. Requests for use must be submitted at least 48 hours in advance and must be approved by the immediate non-bargaining unit supervisor. The supervisor may waive this

requirement.

- D. In the event of separation from employment an employee shall be paid for all unused compensatory time based on the rate of pay at the time of separation.

ARTICLE 8

SAFETY AND INSURANCE

8.1 INSURANCE

- A. The City shall provide the employees with the same health insurance coverage, life insurance, and disability insurance it provides for all other City employees. The City shall pay an applicable amount of dependent insurance coverage costs as applied to all other City employees.

8.2 SAFETY AND HEALTH

- A. The City and the SCPBA will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.
- B. There shall be a City safety committee, which shall include one regular member and one alternative member to be designated by the Chief of Police who shall be a bargaining unit member.
- C. The purpose of this committee shall be to discuss safety and related items, which are of mutual concern; and shall make recommendations.
- D. This committee shall receive and consider written recommendations with respect to unsafe working conditions or other safety suggestions from any member of the SCPBA. The City agrees it will give careful consideration to all written recommendations or suggestions.
- E. The City will lend personal body armor to each employee. The employee will be responsible for maintenance of the armor, which the employee will be required to wear at appropriate times as determined by the Chief of Police.

- F. Employees shall receive safety instructions.
- G. Disciplinary actions may be taken for violations of safety rules.

Employees hired after 10/11/2011, will be required to take and pass an annual physical fitness assessment as determined by the Chief of Police. Employees who fail to pass the test may be placed on a light duty assignment, will be given remedial fitness training, and they will be given three (3) additional chances to pass the test over a ninety-day (90) period. Failure to pass the test after ninety (90) days will subject the employee to disciplinary action up to and including dismissal. Any employee hired prior to 10/11/2011, may elect to take the test, and upon achieving a passing score, one (1) personal day eight (8 hours) will be added to the employee's accrual for that year.

- H. The City shall provide and pay the full cost of a LifeScan physical exam for up to eleven (11) bargaining unit employees each fiscal year. LifeScan exams shall be scheduled and coordinated by the City's Human Resources Department and conducted at a City designated location. Appointments shall be offered on a first-come, first-served basis; however, priority will be given to employees who have not received a City-paid LifeScan exam within the preceding two (2) fiscal years.

8.3 WORKERS' COMPENSATION

- A. Payment of workers' compensation to all employees, who are disabled because of an injury arising out of and in the course of performing their duties with the City of Gulfport, will be governed by the State of Florida Workers' Compensation Law.
- B. All injuries must be reported immediately to the supervisor and within one (1) business day to the human resources office. Failure to report any injury will result in denial of benefits.

8.4 DRUG FREE WORKPLACE POLICY

The parties agree that the City has in place a "Drug Free Workplace" program under the Florida Workers' Compensation Act and that the City may unilaterally update such

program. The SCPBA reserves the right to meet with the City Manager for the purpose of discussing any such change to the City's drug policy. Employees covered under this Collective Bargaining Agreement are subject to the City of Gulfport "Drug Free Workplace" policy as performing a safety sensitive function.

ARTICLE 9

EMPLOYEE BENEFITS

9.1 TAKE HOME CAR POLICY

- A. In accordance with the terms of the effective collective bargaining agreement, certain sworn members will be assigned vehicles, which they may use for official business as well as commuting to and from work. Assignments will be made from the available fleet based on the following priorities: (1) on-call personnel; (2) seniority.
- B. **Use and Restrictions** for take-home vehicles shall be based upon the Department's approved policy #104.01 – 104.12, effective February 16, 2018, which is published in the Power DMS application.

9.2 UNIFORMS

- A. Employees shall receive four hundred dollars (\$400.00) annually for the purpose of uniform cleaning. This amount will be payable in one (1) increment in the second (2nd) pay period of October.
- B. Personnel assigned to the detective positions shall receive a clothing allowance of four hundred dollars (\$400.00) per year and this shall be pro-rated and paid quarterly to those assigned.
- C. Employees shall be reimbursed annually in the amount of one hundred dollars (\$100.00) for the cost of work shoes. This payment shall be included in the first (1st) payroll of February. The approved style(s) of shoe shall be determined by Departmental policies.

9.3 REIMBURSEMENT FOR LOST OR DAMAGED PERSONAL PROPERTY

An employee may be reimbursed for loss or damage to personal property in the performance of his/her duty subject to the following restrictions:

- A. The maximum reimbursement for items of personal necessity, such as prescription eyeglasses, shall be the full replacement cost.
- B. The maximum reimbursement for watches and all other personal property shall be one hundred (\$100.00) dollars/occurrence.
- C. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs.
- D. Reimbursement for lost or damaged personal property must be approved by the Chief of Police and Administrative Services Director.

9.4 EDUCATION AND TRAINING

- A. Training programs for training conducted by organizations other than the City of Gulfport, and in which members of the City of Gulfport are authorized to participate under the provisions of this Article are divided into two (2) basic types, which will be known as "in service training courses" and "general training courses".
 - 1. In service training courses are defined as being courses directly related to the work being done by the member at the time the course is taken and can be expected to have a direct and immediate bearing on the ability of the member to carry out his/her present assignment.
 - 2. General training courses are defined as courses which will prepare the member for advancement or increase his/her general knowledge and ability to carry out his/her assigned duties.
- B. It is the policy of the City to encourage all employees to participate in some type of training to improve their abilities and potentials.
- C. The City agrees to direct at the City's expense, each police officer covered by this

Agreement, to attend a training course or courses sanctioned by the Criminal Justice Standards and Training Commissions, as per FDLE requirements.

- D. Educational incentives and benefits will be provided to bargaining unit employees as described in the City Personnel Manual under Section 14.09 as adopted by the City Council October 14, 2003. Educational reimbursements will be provided to assist in the attainment of a degree or certificate that has been designated as a five-year education goal on the employee's most recent career development review.

9.5 PENSION

- A. The City and the SCPBA agree to make the City's Deferred Compensation Program available to the employees.
- B. The parties agree that during the term of this Agreement changes to the pension plan may be negotiated by mutual consent. The parties also agree that any such changes will be subject to the appropriate approval procedures as required by law.

ARTICLE 10 AGREEMENT AND DURATION

10.1 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties, but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

10.2 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or unenforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling

amendment to make the provision effective, in accordance with F.S. 447.309(3); then such provision shall not be applicable, performed or enforced. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

10.3 DURATION OF AGREEMENT

- A. This Agreement shall be effective as of October 1, 2026, and shall continue in full force and effect through September 30, 2027. This agreement shall replace in its entirety the existing Collective Bargaining Agreement between the Parties that has been in effect since October 1, 2023 and was to remain in effect through September 30, 2026.
- B. At least ninety (90) days prior to the termination of this Agreement, either party shall notify the other in writing of its intention to modify, amend, or terminate this Agreement. Failure to notify the other party of intention to modify, amend, or terminate as set forth above will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter, absent notification.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on this 19 day of August 2026.

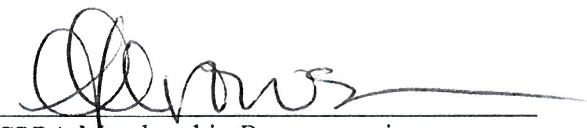
FOR THE CITY OF GULFPORT:


City Manager

FOR THE SUN COAST POLICE
BENEVOLENT ASSOCIATION, INC.:


Executive Director and
General Counsel

Ratified by the membership of the Gulfport Police bargaining unit of the
SCPBA this 17th day of July 2026.


SCPBA Membership Representative

Approved by the City Council, City of Gulfport, Florida, this 4th day of
August 2026.


City Clerk

