

Collective Bargaining Agreement

Between

West Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association



and the

The City of Dade City



October 1, 2021 to September 30, 2023

**Sergeants
Collective Bargaining Agreement**

TABLE OF CONTENTS

Article 1 – Preamble	Page 3
Article 2 – Recognition Sergeants	Page 3
Article 3 – Management’s Rights	Page 3
Article 4 – Prohibition of Strikes	Page 6
Article 5 – Non-Discrimination	Page 7
Article 6 – Labor Management Committee	Page 7
Article 7 – Dues Deductions	Page 8
Article 8 – Bulletin Boards	Page 9
Article 9 – PBA Business	Page 10
Article 10 – Grievance and Arbitration Procedures	Page 11
Article 11 – Layoff and Recall	Page 14
Article 12 – Seniority	Page 16
Article 13 – Formal Investigations	Page 17
Article 14 – Discipline	Page 19
Article 15 – Hours of Work and Overtime	Page 20
Article 16 – Extra-Duty Assignment	Page 21
Article 17 – Court/Call Back	Page 24
Article 18 – Duties and Responsibilities	Page 24
Article 19 – Vacant	Page 24
Article 20 – Probationary Periods	Page 24
Article 21 – Annual Evaluations	Page 24
Article 22 – Substance Abuse Testing	Page 25
Article 23 – Workers Compensation	Page 25
Article 24 – Insurance	Page 26
Article 25 – Vacation Leave	Page 27
Article 26 – Sick Leave	Page 29
Article 27 – Bereavement Leave	Page 34
Article 28 – Military Leave	Page 35
Article 29 – Holiday Schedule and Holiday Pay	Page 36
Article 30 – Training	Page 37
Article 31 – Awards	Page 38
Article 32 – Physicals	Page 38
Article 33 – Physical Abilities Test	Page 42
Article 34 – Wages	Page 44
Article 35 – Special Payments	Page 45
Article 36– Take Home Vehicles	Page 46
Article 37 – Amendments	Page 47
Article 38 – Entire Agreement	Page 47
Article 39 – Duration, Modification, and Termination	Page 48
Signature Page	Page 49
Appendix A	Page 50
Appendix B	Page 51
Appendix C	Page 52
Appendix D	Page 53

ARTICLE 1 PREAMBLE

SECTION I

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

SECTION II

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

ARTICLE 2 RECOGNITION SERGEANTS

SECTION I

For the purpose set forth in Chapter 447, Part II, Florida Statutes, Labor Organizations, Public Employees, the City recognizes the PBA as the sole and exclusive collective bargaining agent as certified July 9th, 2021, Certification Number 2000 by the Florida Public Employees Relations Commission (PERC) of all permanent full-time and part-time employees in the classification of Sergeant currently employed in the Dade City Police Department.

ARTICLE 3 MANAGEMENT'S RIGHTS

SECTION I

Except as expressly limited by any provision of this Agreement or by Law, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including but not limited to: its right to alter or vary past practices; the right to alter existing working conditions, and otherwise to take such measures as the City may determine to be necessary to the orderly and effective operation of its various operations,

functions, and services. Such rights may be exercised without prior notice to or consultation with the PBA except as otherwise expressly limited in this Agreement.

SECTION II

Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, except as otherwise expressly limited in this Agreement or by Law:

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

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

SECTION III

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

SECTION IV

It is extremely understood by and between the parties of this Agreement, that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights in a particular matter or manner.

SECTION V

It is expressly understood that the exercise of these rights shall not prevent a non-probationary employee from filing a grievance, if such action by the City violates a term of this Collective Bargaining Agreement.

SECTION VI

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

ARTICLE 4

PROHIBITION OF STRIKES

SECTION I

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

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

SECTION II

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

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

The PBA agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excise, ratify, support, or acquiesce in any strike, slow-down, picketing or work stoppage likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the PBA and/or employees represented by the PBA or agents or representatives of the PBA or its affiliates.

SECTION III

Nothing in this Article would prohibit members of the bargaining unit to conduct informational picketing when an impasse is declared during negotiations.

ARTICLE 5 NON-DISCRIMINATION

SECTION I

The City and the PBA specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein.

There shall be no discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action based on sex, race, color, sexual orientation or gender identity, religion, national origin or ancestry, age (over 40) physical or mental disability, veteran or current military status, pregnancy (including childbirth, lactation or related medical conditions), genetic information, or marital status or any other consideration membership or non-membership in labor organization, as provided by law; except that the PBA shall not be required to process grievances or provide services for employees who are not members of the organization.

ARTICLE 6 LABOR MANAGEMENT COMMITTEE

SECTION I

The City shall establish and maintain a Labor Management Committee to provide a forum to address daily problems in a systematic, constructive fashion and to resolve matters outside of the collective bargaining process.

SECTION II

Meetings of this committee shall be held quarterly or as needed at the request of either party upon ten (10) days' notice. The party requesting such meeting shall forward to the designated representative of the other party an agenda specifying the questions/issues to be presented for discussion. The Chief of Police or designee shall determine the time, place and duration of discussion.

SECTION III

No more than three (3) City employees shall represent each party unless all parties mutually agree to change.

ARTICLE 7 DUES DEDUCTIONS

SECTION I

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

SECTION II

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

SECTION III

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

SECTION IV

Payroll deduction authorizations are revocable pursuant to Chapter 447.303, Florida Statutes, Labor Organizations, Dues, Deduction and Collection, or at the employee's request upon thirty (30) days written notice to the City and the PBA.

SECTION V

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

SECTION VI

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

SECTION VII

The City shall deduct \$5.00 for an administrative fee for collecting and mailing monthly dues for members of the bargaining unit.

ARTICLE 8 BULLETIN BOARDS

SECTION I

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

SECTION II

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

SECTION III

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

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

SECTION IV

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

SECTION V

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

ARTICLE 9

PBA BUSINESS

SECTION I

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

SECTION II

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

SECTION III

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

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

SECTION IV

Starting from the effective date of this agreement and continuing every year thereafter, the PBA shall designate two (2) representatives and one (1) alternate ("PBA Representatives") from the pool of employees covered by this Agreement for the purpose of conducting PBA business, which may include processing grievances or representation of bargaining unit employees in pre-disciplinary hearings or internal affairs investigations provided that members of the bargaining unit request such representation. These designated individuals will be the only individuals recognized as PBA Representatives within the bargaining unit.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION I

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

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

The PBA may designate up to three (3) representatives. An employee will not be recognized as a PBA representative until the PBA has notified the City in writing of his/her identify. It is the responsibility of the PBA to keep the City informed by written notice as to any changes made regarding such individuals.

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

SECTION II

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

SECTION III

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

SECTION IV

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

Step 1

The aggrieved employee may, with or without PBA representation, submit a written grievance to his/her immediate supervisor within five (5) working days of occurrence of the matter giving rise to the grievance. In the event the aggrieved employee is unable to submit a written grievance within said five (5) working days, the aggrieved or his/her representative may request an extension in writing within said five (5) working days to be hand delivered or faxed to the aggrieved employee's immediate supervisor. The written grievance at this step, and at all steps thereafter, shall contain the following information:

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

The immediate supervisor will hold a meeting within five (5) working days after receiving the grievance, and within five (5) working days after the meeting is held, the supervisor will give an answer in writing to the grievant.

Step 2

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

Step 3

If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within five (5) working days after receipt of the response from the Chief of Police or designee. The City Manager shall review the facts concerning the alleged grievance and shall within five (5) working days following receipt

of the written grievance and meet with the aggrieved employee. A PBA representative may accompany the aggrieved employee at his option at this meeting. The City Manager shall notify the employee of his decision in writing no later than five (5) working days following the meeting date.

Time Limit

A grievance is conclusively waived and abandoned under this Agreement unless it is brought to the City's attention within five (5) working days of the date which the grievant knew or should have known of the act or failure to act which has given rise to the grievance.

The time limits of this grievance/arbitration procedure may be extended by mutual agreement due to extenuating circumstances. In the event an extension is required, each party shall give the other party twenty-four (24) hours' notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously.

SECTION V

If the grievance is not resolved in Step III, the aggrieved employee may within five (5) working days, submit a request for arbitration to the City Manager.

- A. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder:
 - 1. The written grievance and demand for arbitration clearly identified the section or provisions allegedly violated.
 - 2. A demand for arbitration has been made in writing within five (5) working days and after receiving the City Manager's or designee's answer.
 - 3. The grievance was processed with time limits set forth in Section IV.
- B. Upon transmittal of the request for arbitration the grievant will request from the Federal Mediation and Conciliation Services (FMCS) a list of seven (7) names of qualified arbitrators. Within ten (10) working days after receipt of the list, representatives of the parties will confer. The party filing the grievance will strike first. Each party may reject one arbitrator as a matter of right. In the event that the parties mutually agree and before any striking of names occurs that the list of arbitrators is unsatisfactory, a new panel may be requested.
- C. The hearing will be conducted in accordance with FMCS Rules and the Federal rules of Evidence.
- D. The arbitrator's powers are strictly limited. The arbitrator shall not have the power to add to, subtract from, modify or alter terms of the Agreement in arriving at

a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall deal only with the grievance before him/her. The arbitrator shall be bound by any stipulation or joint submission of the parties.

- E. The arbitrator shall be required to render his/her decision as soon as possible, but in any event, no later than thirty (30) calendar days from the hearing. The decision of the arbitrator shall be final and binding on both parties.
- F. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- G. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party requesting producing such participants and witnesses.
- H. The party employing an attorney shall pay all expenses in connection with attorney fees.
- I. Arbitration shall not be permitted for the determination of the lawfulness of any State or Local Law or Ordinance, including the City Charter, nor shall arbitration be permitted for the determination of the lawfulness of the City's Personnel Rules and Regulations and General Orders of the Police Department except as it relates to the terms and conditions of this Agreement.
- J. No evidence or defense may be presented at arbitration that has not previously been documented during the processing of the grievance through Step 3.

ARTICLE 11 LAYOFF AND RECALL

SECTION I

Definition - Layoff is a reduction in the number of employees due to lack of work, lack of funds, or for any reason other than acts or delinquencies of the employee. The City will layoff employees as hereinafter provided.

1. Order of Layoff

- a. No regular non-probationary employee is to be laid off while a probationary or temporary employee is serving in the same classification.
- b. Once the City determines that a layoff is necessary, the City will lay off employees in reverse order of their seniority within the Police Department. Should two (2) or more employees have the same seniority, the order of layoff shall be based on performance as determined by the City.

- c. The City may retain junior sergeants who are assigned to special duties or are on special assignment. When such special duties or assignments are completed, the most senior sergeant on the layoff list shall be notified of his/her right to displace such junior sergeant.

2. Notice of Layoff

- a. Employees being laid off shall be given fourteen (14) calendar days written notice in advance or in lieu thereof, one (1) week's pay or a combination of days' notice or pay to be paid at the employee's current hourly base rate of pay. For example, if only seven (7) days' notice is provided, the City shall pay the employee two and a half (2 ½) days of pay (one days' pay equals two working days' notice). The PBA shall be furnished a copy of such notice.

3. Order of Recall

Employees shall be recalled from the layoff in reverse order of seniority provided that they are qualified to perform the work to which they are recalled. No new employee shall be hired for a position that an employee who was laid off, and otherwise eligible under this Article, would be qualified to perform.

4. Employment Status

- a. After twelve (12) months have passed since an employee was laid off, that employee will be removed from the preferential re-employment list. Additionally, when an employee who was placed on the re-employment list after a layoff, either rejects an offer of re-employment or otherwise removed due to death or disability, that employee shall no longer be considered eligible for re-employment with the Police Department.

5. Death Benefit

- a. During the period with which an employee remains on a preferential re-employment list, the employee shall not receive paid time off or termination payments (i.e. annual leave, sick leave, pension or longevity). All benefits shall cease during the layoff period. Health and life insurance for which the laid off employee would have otherwise been eligible may be continued at the employee's expense for the period of time the employee remains on the re-employment list or in accordance with the law, whichever is longer.

6. Recall Procedures

- a. The City shall notify employees to be recalled by certified mail sent through the United States Post Office. All employees on layoff shall have the obligation of providing the City with their correct mailing address where such notice shall be mailed. A recalled employee shall immediately inform the City of his/her intent to accept or reject the recall offer. If the recalled employee does not

respond to the recall offer within seven (7) calendar days after the City receives delivery confirmation from the U.S. Post Office that the recall notice was received; or the employee notified the City of acceptance of recall but fails to report at the specified time; or the employee accepts or rejects any employment with the City; or the employee has been on layoff for a period of one (1) year, the employee's name shall be removed from the re-employment list.

7. Calculation of Benefits

- a. For the purposes of benefits, an individual recalled from a preferential employment list (as outlined in section 6 above) shall not suffer a break in service. However, the time spent on layoff greater than thirty (30) days shall not be credited in the calculation of benefits.

8. Layoff Not Disciplinary Action

- a. Under no circumstances is a layoff considered a disciplinary action. In the event of any grievance based on provisions under this Article, such grievance must be based solely upon whether the layoff was conducted in accordance with the provisions of this Article.

ARTICLE 12 SENIORITY

SECTION I

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

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

SECTION II

Vacation Selection - Employees shall be entitled to select vacations by departmental seniority within the unit to which they are assigned. For the purposes of this Section, the term "unit" shall mean the

squad or bureau to which the sergeant is assigned. Notwithstanding anything in this Agreement, the department shall have the right to reschedule vacations where the business of the department will not be interfered with. Any decision to cancel a scheduled vacation of one (1) week or more may be appealed to the appropriate shift commander without going through the normal chain of command.

ARTICLE 13 FORMAL INVESTIGATIONS

SECTION I

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

SECTION II

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

SECTION III

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

In cases where it is decided to relieve an employee from duty, pending an investigation or other administrative action, the employee will remain on full salary and will suffer no loss of benefits during this period of time, unless the employee is arrested for a first-degree misdemeanor or felony.

SECTION IV

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

- A. SUSTAINED - The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.
- B. NOT SUSTAINED - The investigation failed to disclose sufficient evidence to clearly prove the allegation made in the complaint or to disprove conclusively such allegation.
- C. UNFOUNDED
 - 1. NOT INVOLVED - The investigation disclosed that the named employee was not involved in the alleged incident.
 - 2. UNWARRANTED - The allegation was made in good faith, without malicious intent. However, the investigation disclosed that the allegation lacks basis in fact.
 - 3. FALSE - The allegation is false. The alleged incident never took place.
- D. EXONERATED - The acts that provided the basis for the complaint or allegations did occur. However, the investigation revealed that they were justified, lawful and proper.

SECTION V

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

SECTION VI

At the discretion of the Chief of Police or designee, false and malicious accusations by third party complaints, whether criminal or administrative in nature, will be forwarded to the State Attorney's Office for determination and prosecution. The term "third party complaint" as used in this Article applies to a person who is not an employee of the Police Department.

ARTICLE 14 DISCIPLINE

SECTION I

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

No employee shall be disciplined except for just cause. Timely, progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense.

1. Progress of Disciplinary Action

- a. Letter of Counseling to remain in the employee's personnel file up to, but not more than (1) year after the problem has been corrected.
- b. Written Reprimand to remain in the employee's personnel file up to, but not more than years (3) years after the problem has been corrected.
- c. Suspension: At the discretion of the Police Chief, the employee may work all or a portion of the suspension period with forfeiture of the equivalent time through accumulated annual leave in lieu of suspension. At the discretion of the Police Chief, employees not permitted the forfeiture of annual leave may have the suspension held in abeyance until the grievance process is concluded.
- d. Demotion
- e. Dismissal

SECTION II

1. Notification of Disciplinary Action

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

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

This section shall not apply in cases in which criminal charges are brought against the affected employee as a result of the departmental investigation. Records in such cases must be obtained through the rules of discovery through the State Attorney's Office.

ARTICLE 15 HOURS OF WORK AND OVERTIME

SECTION I

Work Week - The work cycle and schedule for employees shall be defined as eighty (80) hours during a fourteen (14) day cycle to coincide with the City's established cycle. The work cycle and schedule for employees assigned to a modified work schedule shall be defined as eighty (80) hours in a fourteen (14) day work cycle, which may include one eight (8) hour day to be scheduled by the supervisor. The payroll period for employees assigned to the modified work schedule shall be two (2) weeks in a payroll draw. The biweekly draw for employees assigned to the modified work schedule shall be based on the average, which is eighty (80) hours biweekly.

Definition of Hours Worked

- A. Employees shall be compensated for all hours worked. The term hours worked shall include all time actually worked on active duty, on and off duty court time, and recall pay. Travel time to and from work or to and from court on off duty hours shall not be considered hours worked. Travel time to and from designated areas of work or court outside of Pasco County shall be considered hours worked.
- B. In the event that an employee is called back to duty or must work beyond his/her normal tour of duty for more than six (6) hours, and the employee's next scheduled tour of duty is less

than eight (8) hours from the time the employee is released from call-back or extended tour, the employee may:

1. Continue working for a period of time equal to his/her next scheduled normal tour of duty and be credited with working that next scheduled tour of duty.
2. Have his/her duty hours rescheduled to permit up to eight (8) hours of rest between the extended/call-back tour of duty and when he/she reports during the next scheduled tour of duty.
3. Use annual leave to permit up to eight (8) hours of rest between the extended/call-back tour of duty and when he/she reports during the next scheduled tour of duty.
4. Report for the next tour of duty as scheduled.

SECTION II

Overtime

- A. Employees shall receive payment at the rate of time and one-half (1 ½) for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day cycle.
- B. Employees may elect to bank all or a portion of overtime worked into their personal "Comp Bank" and have the ability to bank up to a maximum of 80 hours in their compensatory time bank. Employees shall be paid all of said comp bank by notifying the City of Dade City Finance Officer via e-mail or written memo at least one pay period prior to the distribution date desired. Employee must have a minimum of ten (10) hours in "comp bank" when requesting a payout. Time not used shall be paid at the end of the payroll fiscal year and/or prior to any change in the employee's rate of pay. Overtime that is earmarked to be credited to an employee's "Comp Bank" shall be banked at the overtime rate of time and one-half (1½) for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day cycle.

ARTICLE 16 EXTRA-DUTY ASSIGNMENT

SECTION I

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

SECTION II

- A. All extra-duty service opportunities will be posted on designated department bulletin boards. Assignments to extra-duty work will be made pursuant to applicable department and City rules and procedures.
- B. No private arrangements between an employee and private user or in-kind services in lieu of payment will be permitted.
- D. All assignments must receive approval from the Chief of Police or designee.
 - A. While performing extra-duty services, the employee will be under the direct control and supervision of the Police Department. Employees may only perform services that are considered normal police functions.
 - B. The employee on extra-duty assignment must be in Police uniform and will make an official police record of all incidents that require his/her attention.
- E. Employees providing approved non-departmental extra duty under this section will be considered "on-duty" if they are required to take law enforcement action involving the use of force and/or arrest in the course of the approved non-departmental extra duty assignment. The employee assigned extra duty shall ensure that the Patrol Supervisor on duty is made aware of the particulars concerning his extra duty assignment and will refer to him any matter not otherwise covered by instructions. The on-duty Patrol Supervisor is responsible for the employee's adherence to the established policies.
 - a. The employee will be placed in an "on-duty" status by the supervisor on duty as of the time the action commences.
 - b. The City will pay the employee from the moment law enforcement action involving the use of force or arrest begins. Any reimbursement to be collected by the employee from the non-departmental source after that time will be turned over to the City.

SECTION IV

All extra duty assignments will be paid at the minimum rate of \$35.00 per hour with a minimum of three (3) hours pay when the member is filling the role of a Police Officer. If the member is working as a Sergeant in an Extra Duty capacity, the member shall be paid at the rate of \$45.00 per hour.

ARTICLE 17

COURT/CALL BACK/ON-CALL

SECTION I

Court Time: An appearance during an employee's off duty time in court required by a subpoena or by the department as a result of a matter arising out of the course of employment. The employee shall receive a minimum of two (2) hours of pay for court attendance.

SECTION II

Compensation of Court Time: Compensation will be at overtime rate (1 ½ times the regular rate of pay per hour) if the employee's hours during the fourteen (14) day cycle exceed eighty (80) hours.

SECTION III

Call Back: When an employee has completed his/her assigned tour of duty and is required to return to work.

SECTION IV

Compensation for Call Back: There will be a two (2) hour minimum compensation for call back unless contiguous to the employee's assigned shift or should have been completed during the employee's assigned shift.

SECTION V

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

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

SECTION VI

On-Call status shall be defined as when an employee is directed by management, in either written or verbal form, to be available by phone for the purposes of returning to work or to perform work, either at the department or remotely.

Compensation for On-Call Status: Personnel who are “On-Call” status shall be compensated at the rate of seventy-five dollars (\$75) per week that they remain in the “On-Call” status.

ARTICLE 18 DUTIES AND RESPONSIBILITIES

SECTION I

It is understood and agreed by both parties that the duties and responsibilities performed by members of the bargaining unit cannot always be covered by job descriptions. Therefore, members of the bargaining unit may be required to perform duties in addition to those listed within the current job descriptions which are in the judgment of the City, related to the purpose of the Police Department. Judgment will not be arbitrary, capricious, or unreasonable.

ARTICLE 19 VACANT

ARTICLE 20 PROBATIONARY PERIODS

SECTION I

A newly promoted Sergeant must successfully complete a twelve (12) month probationary period. However, the City may extend the probationary period at its discretion due to documented performance issues only.

SECTION II

A new employee who has not completed his/her probationary period does not have the right to appeal disciplinary action and may be suspended or dismissed without just cause following a pre-disciplinary hearing.

ARTICLE 21 ANNUAL EVALUATIONS

SECTION I

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

SECTION II

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

SECTION III

Non-probationary employees shall be evaluated on or about the first day of April of each calendar year regardless of their hire or anniversary date. Evaluations shall be specific to the police department.

ARTICLE 22 SUBSTANCE ABUSE TESTING

Substance abuse testing will be conducted according to the City of Dade City Personnel Rules and Regulations Manual, Chapter X – Drug -Free Workplace, Substance Abuse Prevention Policy and Procedures. This Policy was adopted on April 11, 1995.

ARTICLE 23 WORKERS COMPENSATION

SECTION I

The City hereby agrees to pay the following compensation to any employee injured in the line-of-duty in accordance with the following definitions, terms and conditions:

- a. Compensation shall be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line-of-duty.
- b. An injury shall be deemed to have been incurred in the line-of-duty according to state law.
- c. The injured employee shall receive regular full pay from the City for the first seven (7) calendar days off the job.
- d. For the next eighty-three (83) calendar days, or portion thereof, the employee remains off duty because of the job-incurred injury, the City shall pay to the employee the difference between their regular wages and the amount being paid per week by Worker's Compensation Insurance, such pay to total eighty percent (80%) of the employee's regular pay. The employee has the option of supplementing the remaining twenty percent (20%) with use of accumulated vacation or sick leave time. After the City's supplement terminates, the employee may use accrued leave to supplement the amount being paid by

Worker's Compensation Insurance to bring their salary to a figure not to exceed one hundred percent (100%) of normal pay.

- e. If an employee is injured at any time while on duty, the employee shall notify his/her supervisor as soon as the injury is noticed and conform to the procedures.

SECTION II

It is the intention of the parties that nothing in this Agreement shall interfere with normal procedures under the Worker's Compensation Insurance Carrier. Subject to such limitations:

- a. An employee who is injured in the line-of-duty shall be referred to and treated by the Worker's Compensation Insurance Carrier's designated physician(s).

SECTION III

Restricted Duty

- a. The Police Department may employ persons in restricted duty capacity as long as this practice is maintained for other department members. Restricted duty will be authorized until the employee has reached maximum medical improvement. An employee who unreasonably refuses restricted duty shall forfeit all rights to further worker's compensation benefits.
- b. An employee working in the capacity of restricted duty shall be paid at their regular rate of pay.

ARTICLE 24 INSURANCE

SECTION I

The City shall provide Health and Life Insurance to all members of the bargaining unit at the same rate and coverage provided to other City employees, unless specific/additional coverage for law enforcement officers is mandated by State Statute.

ARTICLE 25 VACATION LEAVE

SECTION I

The purpose of vacation leave is to provide a paid period of rest and relaxation to improve morale and productivity.

SECTION II

1. Accrual Rate

- a. Members shall be granted leave for the first full month of employment on the following basis:

Number of Years	Number of Days Per Year	Hours Earned Monthly
01 through 05	12	8.00
06 through 10	14	9.33
11 through 15	16	10.67
16 through 20	20	12.00
Over 20	22	14.67

SECTION III

1. Use of Vacation Leave

- a. Vacation leave in excess of eight (8) hours must be submitted on a Leave Request Form and approved in advance by the Chief of Police or designee. Requests in excess of twelve (12) hours must be submitted thirty (30) days prior to date requested.
- b. Vacation leave may not be taken during the first six (6) months of employment unless specifically approved by the Chief of Police and the City Manager. Vacation leave may not be taken in advance of granted time.
- c. Upon reasonable notice to members, the Chief of Police or designee may require a member to use vacation leave or cancel scheduled leave.
- d. Vacation leave may only be used as sick leave upon request of the member to the Chief of Police or designee and approved by the City Manager and only when a member has exhausted their sick leave credits.

SECTION IV

1. Accumulation of Vacation Leave Credits

- a. Accumulated vacation leave not used during the fiscal year in which it is eligible to be taken may be carried over or accumulated to the following year. However, member cannot carry more than 320 hours of vacation leave beyond the calendar year ending December 31.
- b. Upon separation from employment, an employee who has completed his/her twelve (12) month probationary period will be paid a lump sum for unused vacation leave at the current rate of pay not to exceed 320 hours.

SECTION V

1. Payment Upon Death

- a. If an employee is killed in the line-of-duty, the City shall pay to the spouse, or if there is no surviving spouse, the deceased employee's beneficiary of record, any accrued vacation leave which would be owed in the event of separation no later than the next pay period after notification of the employee's death.

SECTION VI

1. Scheduling Vacation Leave

- a. Members are to submit requests for use of vacation leave in a timely manner so that such requests can be reviewed and approved with minimal effect to the department. Vacation leave will be granted on a first come, first served basis. In the event that scheduling conflicts exist due to multiple requests, approval of leave will be granted based upon seniority.

SECTION VII

1. Miscellaneous Provisions

- a. Vacation leave will not be granted to a member during a leave of absence without pay or when the member is otherwise in a non-paid status. At the discretion of the Police Chief, the employee may work all or a portion of the suspension period with forfeiture of the equivalent time through accumulated annual leave in lieu of suspension.

SECTION VIII – Donation of Leave

Bargaining unit members may participate in the City of Dade City's Leave Donation policy as outlined in Section 7 of the City's Personnel Rules & Regulations.

ARTICLE 26 SICK LEAVE

SECTION I

The City provides sick leave to members. When a member is sick, notification shall be made to the on-duty supervisor no later than one (1) hour before he/she is scheduled to report for duty and to his/her supervisor in cases of extended illness.

SECTION II

1. Accumulation Rate

- a. All regular full-time members shall be granted eight (8) hours of sick leave for each month of employment.

2. Use of Sick Leave

- a. Sick leave is intended to be used for personal illness, injury or quarantine to exposure to contagious disease for the employee.
- b. Sick leave is also to be used for medical or health treatment which cannot be arranged outside of working hours for the employee and immediate family.
- c. Sick leave may be used for serious illness of the employee's immediate family which requires the personal care and attention of the employee. Immediate family is defined as: the member's spouse, child, parent, brother, sister, stepmother, stepfather, stepchild, half-brother, half-sister, mother-in-law, grandparents, grandchildren, aunts, uncles, legal guardian, and relative living in the same household, or domestic partner.

SECTION III

1. Accumulation of Sick Leave

- a. A member may accumulate unlimited sick leave credits. A member terminating his/her employment with the City and having ten (10) years continuous full-time service will receive full cash payment for unused sick leave at their current regular hourly rate.

Under no circumstances will a member be paid for more than 480 hours of unused sick leave.

- b. All regular members who work less than a full month due to commencement of leave of absence without pay may accumulate sick leave credit for the time worked during the month in proportion to the normal time worked. No sick leave shall be awarded or credited if the employee works less than fifteen (15) days employment in a month.
- c. Sick leave shall be compensated at the member's straight time hourly rate for time off work.
- d. Any member who uses sick leave in an amount of time less than one half (1/2) hour shall be charged a minimum of one half (1/2) hour and thereafter sick leave used shall be in fifteen (15) minute increments.
- e. Sick leave shall continue to accrue during periods of authorized absence in which a member is in paid status.
- f. Under extraordinary circumstances recommended by the Chief of Police or designee and approved by the City Manager, members may donate sick leave or vacation leave or a combination thereof, to any city employee provided the donating employee maintains at least eighty (80) hours of leave in his or her own personal account. This is to provide extended paid sick leave for an employee who has used all available paid leave. Members volunteering leave must execute appropriate forms to transfer leave to another member or employee needing extended paid sick leave. Members may donate to multiple members or employees.

2. Abuse of and Extended Sick Leave

- a. Sick leave is a privilege extended to members as opposed to an expected benefit provided by the City. In order to preclude sick leave abuse, the following may be required:
 - 1. Any member who takes more than forty-eight (48) hours sick leave, or leave without pay for illness or injury during the previous twelve (12) month period (said time taken in four or more increments during this period) must submit a physician's statement in support of any absences during the succeeding twelve (12) month period.
 - 2. For any sick leave use of more than two (2) consecutive workdays in duration, or any unusual patterns of use of sick leave (i.e., before or after weekend or vacation leave; leave taken when accrued at regular intervals, etc.) a certificate of a physician may be required and his/her supervisor may, with the Chief of Police's approval, because such investigation as deemed necessary to ensure no sick leave abuse has occurred. Members will be required to notify their immediate supervisor on the first day of sick leave, not later than one (1) hour before the shift of which the member is scheduled to report for duty. This procedure shall be followed for each day the

member is unable to work, unless prior approval to waive this requirement is given by the Chief of Police or designee. Failure to comply may result in disciplinary action as well as the absence being charged as leave without pay.

b. Requirement for Medical Certificate

1. Any member on sick leave due to an on-duty injury will be required to obtain a release from the City's assigned Worker's Compensation physician.
2. Any member on sick leave due to an off-duty injury will be required to obtain a release from a licensed physician certifying that the sergeant is now able to resume full duties. The Chief of Police or designee may waive this requirement.
3. At the discretion of the Chief of Police or designee, approved sick leave may require the presentation of a written statement from a licensed physician certifying that due to their illness the member is unable to resume full duties.
4. The City reserves the right to require any member to submit to a physical by a physician of the City's choosing if the circumstances indicate an employee is abusing the sick leave process.

SECTION V

1. Family Medical Leave Act (Basic Leave)

- a. The family and medical leave policy is designed to allow members to balance their work and family life by taking a reasonable leave for medical reasons, for childbirth, adoption or foster care, or to care for certain family members who have a serious health problem.
- b. Any member who has worked for the City for at least twelve (12) months and at least 1,250 hours during the twelve (12) months prior to any requested leave, may take up to twelve (12) weeks of leave per rolling twelve (12) month period for the follow reasons:
 1. The birth of a child of the employee.
 2. The placement of a child with the employee through adoption or foster care.
 3. To care for the employee's spouse, child or parent who has a serious health condition.
 4. A serious health condition of the employee which renders him or her unable to perform the functions of his/her position.
 5. The City reserves the right to deny leave under this policy if all the eligibility requirements set forth by law are not met.

- c. In the case of leave for the member's or member's family serious health condition, leave may be taken on an intermittent or reduced hours basis only if such leave is medically necessary. If intermittent or reduced leave is medically necessary, the member may be transferred to another position with equivalent pay and benefits which better accommodates that type of leave. Members are required to use accumulated annual and sick leave prior to being placed on an unpaid status.
- d. If leave is requested for the birth, adoption or placement of a child through foster care, intermittent or reduced leave hours is not available. Members are required to use accumulated annual and sick leave prior to being placed in an unpaid leave status. Entitlement to leave for the birth, adoption or placement of a child in foster care expires twelve (12) months after the event.
- e. During a family leave of absence, the City will continue to pay its portion of the health insurance premiums up to a maximum of twelve (12) weeks, regardless of whether the leave is paid through the use of accumulated leave or is unpaid. The employee must continue to pay his/her portion of the premiums; failure to do so may result in loss of coverage. Under certain circumstances, such as failure to return to work, the City may recover from the member insurance premiums paid on the member's behalf.
- f. During any portion of an unpaid family or medical leave, members shall not accumulate employment benefits such as sick or vacation leave. Benefits accumulated up to the day on which family or medical leave begins will not be lost, except to the extent used by the member to pay for such leave.
- g. Any member who returns to work from family or medical leave within or on the day following the expiration of the twelve (12) work weeks provided for in this policy will be reinstated to his/her job or an equivalent position without loss of pay or benefits. Every effort will be made to return the employees who are granted excess of twelve (12) work weeks to his/her job or an equivalent position without loss of pay or benefits.
- h. Any member who takes leave of thirty (30) calendar days in succession shall have his/her anniversary date adjusted by a like amount.
- i. If both spouses are employed by the City, their combined leaves of absence will not exceed twelve (12) weeks if the leave is for reasons other than their own serious health conditions, a serious health condition of their spouse, or a serious health condition of their child.
- j. Applications for family or medical leaves of absence must be in writing. Applications should be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if a thirty (30) day notice cannot be given. Where a member seeks to take leave for a foreseeable medical treatment, the member should make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

- k. Appropriate forms must be submitted to Human Resources of the City Manager's office to initiate a family or medical leave and return the member to active status.
- l. A member requesting a family or medical leave of absence must furnish the appropriate medical certification of that fact.
- m. Any member unable to return to work from leave must also furnish medical certification of that fact.
- n. For leave due to the employee's serious health condition, a medical release from the employee's health care provider verifying the employee's fitness for duty must be presented to the department director/supervisor prior to the date the employee is scheduled to return to work.
- o. On leaves granted for medical reasons, the City has the right to secure a second opinion at its own expense.
- p. For leaves extending beyond thirty (30) calendar days, the employee must notify the City every thirty (30) days as to his/her status and intent to return to work.
- q. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - 1. Any period of incapacity or treatment in connection or consequent to in-patient care in a hospital, hospice or residential medical care facility.
 - 2. Any period of incapacity requiring absence from work, school, or other activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider.
 - 3. Continuing treatment (i.e. being treated two (2) or more times for the same condition by or under the supervision of a health care provider, including Christian Science practitioner) for chronic or long term health condition that is incurable, or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.

SECTION III

Military Family Leave

- 1. Qualified Exigency Leave
 - a. Eligible employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending

call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency”. In the interim, employers are encouraged to provide this type of leave to qualifying employees.

2. Military Caregiver Leave

- a. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the servicemember. This provision became effective immediately upon enactment (January 28, 2008). This military caregiver leave is available during “a single twelve (12) month period” during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

ARTICLE 27 BEREAVEMENT LEAVE

SECTION I

Employees covered by this Agreement may be granted, upon approval of the Chief of Police or designee, time off with pay at straight time rate and indicated on the time sheet as funeral leave (not to exceed 3 workdays/shifts) for bereavement in the event of a death in the employee's immediate family. If necessary, due to the delay of funeral arrangements, Bereavement Leave may be delayed or divided as approved by the Chief of Police or designee.

SECTION II

For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, child, current stepchild, parent, current stepparent, brother, half-brother, current stepbrother, sister, half-sister, current stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law and blood related grandparents, grandchildren, aunts, uncles, legal guardian, any relative living in the same household, or domestic partner.

SECTION III

Should an employee require additional time other than provided in Section I of this Article, he/she may request additional time from the Chief of Police or designee. Any additional time used may be charged to annual leave if the employee has the hours accrued that can be charged. Bereavement leave shall not be counted toward the computation of overtime.

SECTION IV

The Chief of Police or designee shall decide what form of proof of death is required, if any.

SECTION V

Bereavement leave is a leave benefit only and no compensation will be paid for unused bereavement leave.

ARTICLE 28 MILITARY LEAVE

SECTION I

Annual military leave due to the request of the armed forces to fulfill active military duties, field training, and/or emergency obligations (excluding monthly weekend drills), and not exceeding two hundred forty (240) hours in one (1) calendar year shall be provided to employees.

- a. All employee's benefits, including pay, shall continue at the same rate during annual military leave.
- b. Upon return from annual military leave, the employee shall return to the same position held prior to taking leave.

SECTION II

A Military Leave of Absence without Pay shall be granted according to State and Federal regulations. All sick and vacation leave accumulated prior to the military leave of absence shall remain available to the employee upon reinstatement.

SECTION III

Employees shall be required to submit orders from the appropriate military commander as evidence of call to duty and return from duty. Such orders must accompany the formal request for military leave.

SECTION IV

Employees who are members of the Armed Forces Reserve or National Guard shall be excused from work without pay to attend inactive duty training drills as required. The employee shall provide evidence of membership in the applicable organization to the department. The employee can make requests for such absences from work either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. Except upon declaration of civil emergency conditions, if there is a conflict between departmental scheduling and required military training, the department will make every effort to excuse the employee from work.

ARTICLE 29

HOLIDAY SCHEDULE AND HOLIDAY PAY

SECTION I

1. Eligibility

In order for an employee to receive a holiday off with pay, the employee must have worked the last scheduled workday before, and the first scheduled workday after the designated holiday, unless the absence has been authorized by the supervisor in writing.

2. Provisions

B. Paid Holiday

1. An employee who is not required to work on a holiday, which falls on a regularly scheduled workday, will receive eight (8) hours' compensation.
2. Recognized holidays will be the actual date of the holiday and not the date observed by the City, unless otherwise noted.

B. Time Worked on a Holiday

1. An employee who is required to work on a designated holiday will receive compensation for all hours actually worked at a rate of double time.
2. There is no guaranteed number of work hours on a designated holiday. Employees are relieved from work at the earliest opportunity.
3. Holidays count towards hours worked for the purpose of calculating overtime pay.

C. Holiday During Leave

1. If a designated holiday occurs while an employee is on authorized sick leave or annual leave, the employee will receive eight (8) hours holiday compensation at the regular rate of pay.
2. Employees on any Leave of Absence will not receive any compensation for a holiday during the leave.

SECTION II

Recognized Holidays for those employees covered by this agreement and assigned to shifts are indicated below. All other covered employees shall follow the guidelines as set forth by the City for recognized holidays. All members receive one (1) personal day up to twelve (12) hours per year.

Recognized Holidays for FY 2020-2021

Labor Day	Monday, September 6, 2021
-----------	---------------------------

Recognized Holidays for FY 2021-2022

Veteran's Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day after Thanksgiving Day	Friday, November 26, 2021
Christmas Day	Saturday, December 25, 2021
New Year's Day	Saturday, January 1, 2022
Martin Luther King, Jr. Day	Monday, January 17, 2022
Good Friday	Friday, April 15, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022

Recognized Holidays for FY 2022-2023

Veteran's Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving Day	Friday, November 25, 2022
Christmas Day	Sunday, December 25, 2022
New Year's Day	Sunday, January 1, 2023
Martin Luther King, Jr. Day	Monday, January 16, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2021

ARTICLE 30 TRAINING

The City recognizes it is imperative to continually provide an opportunity for employees to receive as much training as possible in order to maintain professional standards, maintain certifications and increase their knowledge and skills. The Chief of Police or designee must approve all training.

SECTION I

Department required attendance at lectures, meetings, in-service training programs and similar activities will be counted as paid time. Attendance that is voluntary and not required will not be counted as paid time.

SECTION II

The Chief of Police or designee must approve all overnight lodging arrangements for required training activities in order to be paid by the City.

SECTION III

The City shall pay all expenses relating to approved training including the following:

1. Transportation to and from training.
2. All equipment necessary for training.
3. Lodging when the training is outside of a 100-mile radius of the Dade City Police Department requiring two (2) or more days.
4. Provide a per diem for food, if the training is located outside of Pasco County, consistent with that of any other per diem issued to any other City employee, or Dade City elected official.

SECTION IV

The Chief of Police may make exceptions regarding restrictions on lodging in 3 of Section III above after considering the length of training, components of the training and/or location of the training.

ARTICLE 31 AWARDS

SECTION I

The Chief of Police may award members of the bargaining unit at his or her discretion.

ARTICLE 32 PHYSICALS

SECTION I

1. Requirements

- a. Physicals and follow up or wellness consultations for officers will be provided at the City's expense. Officers age 29 and under must have a physical every three (3) years. Officers age 30-39 must have a physical every other year and officers age 40 and over must have a physical every year. However, the City may require its employees to undergo physical exams on a more frequent basis as it deems necessary.
 - b. The City's designated Physician may request further testing during the basic physical if he/she feels it necessary. The City reserves the right to either approve or deny payment on any additional tests that the Physician may request.
 - c. Medical examinations and follow up consultations shall be completed while the employee is on duty. The physical shall be conducted at contracted facilities designated by the City after consultation with the PBA. The final decision as to the designated facility will rest with the City.
 - d. The results of the examination will be maintained by the Physician in as confidential a fashion as allowed by law. All physicals will be required to be sent to the Human Resource Department for inclusion in the employee's confidential health file. All medical records received by the City will be available to the employee who is examined, upon his/her written request. The Physician will notify the City of any employee not meeting minimal standards which would inhibit any employee's safety.
 - e. If the required physical is included in the City's Health Insurance Network, the employee will use their Health Insurance medical benefit for the physical and the City will pay for ALL non-reimbursable expenses and/or co-pays associated with the required physicals.
2. The Medical Evaluation will consist of the following at a minimum:
- a. An interval medical history
 - b. An interval occupational history
 - c. Height and weight
 - d. Blood Pressure
3. The Annual Medical Examination shall include examination of the following components:
- a. Vital signs, namely pulse, respiration, blood pressure, and if indicated temperature.
 - b. Dermatological system
 - c. Ears, eyes, nose, mouth and throat
 - d. Cardiovascular system (EKG)
 - e. Respiratory system
 - f. Gastrointestinal system
 - g. Genitourinary system

- h. Endocrine and metabolic system
- i. Musculoskeletal system
- j. Neurological system
- k. Audiometry
- l. Visual acuity and peripheral vision testing
- m. Pulmonary function
- n. Laboratory testing, if required



CITY OF DADE CITY

38020 Meridian Avenue

PO BOX 1355

Dade City, FL 33525

(352) 523-5050

AUTHORIZATION TO RELEASE INFORMATION

TO: _____

You are hereby authorized and requested to release to the City of Dade City, Human Resources Department of the City Manager's Office, all information and record concerning treatment rendered, findings and opinions as to my medical condition following the required City provided physical conducted on _____.

Date

NAME OF EMPLOYEE: _____

SIGNATURE _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____

All reports and bills should be sent to:

City of Dade City
Human Resources
P O Box 1355
38020 Meridian Avenue
Dade City, FL 33526-1355

Article 33

PHYSICAL ABILITIES TEST

The Physical Abilities Test (PAT) of Florida is consistent with National models and industry standards and locally validated based on statewide statistics. Components of the test were designed to simulate actual tasks and essential knowledge, skills, and abilities required of the job and are conducted in a continuous flow manner that is time-dependent in order to determine the participant's level of physical condition and aerobic capacity while simulating the physical aspects of the job. These skills were identified through job task analysis and a review of critical job responsibilities requiring physical proficiency. Five (5) primary components, in order to simulate essential functions of an entry-level criminal justice officer, were identified and incorporated into the PAT:

1. exiting a vehicle/opening a trunk;
2. running 220 yards;
3. completing an obstacle course;
4. dragging a 150-pound dummy;
5. obstacle course;
6. running 220 yards;
7. dry firing a weapon six times with each hand; and
8. placing items in a trunk/entering a vehicle.

Applicants begin the PAT seated in a full-size automobile with their seat belt on, their hands on the steering wheel at the ten and two o'clock positions. Each applicant wears a pull away flag belt, with a flag over each hip, around his or her waist. The trunk key is in the vehicle's closed glove compartment. A handgun and a baton are lying in the vehicle's closed trunk. **Applicants must complete the course in 6:04**

Task 1:

Remove your hands from the steering wheel, unfasten the seat belt, open the glove compartment take the key out. Get out of the car and go to the trunk, (the glove box and door are left open) insert the key, unlock, and open the trunk. **You must use the key to open the trunk.**

Touch each flag with the opposite hand, from behind your back, and take the belt off. Remove the handgun and baton from the trunk. Close the trunk, leaving the key in the lock. Move toward the bench or stool. Place the handgun on the stool; keep the baton.

Task 2:

Run 220 yards on a flat surface toward the obstacle course.

Task 3:

Enter the obstacle course. Climb over a 40" wall. Run ten feet. Jump over three hurdles (24", 12", and 18") spaced five feet apart. Run ten feet and enter the serpentine. Run through nine pylons placed in a single row, 5' apart. Run ten feet toward the low crawl. Drop to the ground and crawl eight feet under a 27" open-air barrier. Drop the baton beside the last low-crawl pylon.

If you knock over a hurdle or pylon in Task 3, you must stop and repeat any portion of the obstacle course.

Task 4:

Stand up and sprint 50'. Grab the 150-pound dummy and drag it 100' on a cut grass surface.

Task 5:

Drop the dummy and sprint 50' toward the pylons. Drop into a low crawl and pick up the baton. Enter the obstacle course in reverse. Low crawl eight feet under a 27" high open-air barrier. Stand up and run ten feet toward the serpentine. Run in a serpentine manner through nine pylons placed in a single row, five feet apart. Run ten feet and jump over three hurdles (18", 12", and 24"). Run ten feet. Climb over the 40" wall.

Task 6:

Run 220 yards.

Task 7:

Place the baton on the bench. Pick up the handgun. Assume a proper firing position and fire six rounds using dominant hand. Fire six rounds with the supporting hand.

Task 8:

Pick up the baton (keeping the gun) and run to the trunk, turn the key, and open the trunk. Place the weapon and baton inside the trunk. Close the trunk and remove the key from the lock. Run to the driver's side door and enter the vehicle. Close the door, place the key in the glove compartment, and close it. Securely fasten your seat belt. Place your hands on the steering wheel at ten o'clock and two o'clock positions.

***All new hires after October 1, 2017 will be required to successfully complete the Physical Abilities Test.**

***Members employed prior to the enactment of the agreement shall complete the Physical Abilities Test but will not be subject to the minimum time requirements set forth above. The application of the test for current members is meant to be an opportunity to assess their individual physical fitness level.**

ARTICLE 34 WAGES

SECTION I

1. Salary Adjustments – Establishment of a Pay Step Plan

A. Fiscal Year 2020 -2021

1. For the fiscal year beginning October 1, 2020, the parties agree that a Step Pay Plan shall be established; however, there shall not be any increases for FY 2020-2021.
2. This pay step plan creates a 2% increase for every year of service between years one (1) and fifteen (15) and a 5% increase at years twenty (20) and twenty-five (25).
3. Upon ratification of this agreement, each bargaining unit member shall be placed in the step based on their complete years of service in their respective rank as of September 30, 2020; however, salaries will increase as outlined below in B and C of this Section.
4. If any member leaves the City of Dade City and returns, they will lose their years of service in the Step Pay Plan unless their break in service was ninety (90) days or less.

B. Fiscal Year 2021 - 2022

1. All salaries shall be adjusted as reflected in Appendix B.

C. Fiscal Year 2022 - 2023

1. All salaries shall be adjusted as reflected in Appendix B.

SECTION II

1. Starting Salaries

A. Fiscal Year 2020 - 2021

1. Any employee promoted after the effective date of this contract for the remainder of FY 2020 – 2021 will receive an annual starting salary of \$50,000.00

B. Fiscal Year 2021 - 2022

1. Any employee promoted or hired after the effective date of this contract for the remainder of FY 2021 – 2022 will receive an annual starting salary of the base salary listed in Appendix A of this Agreement.

C. Fiscal Year 2022 - 2023

1. Any employee promoted or hired after the effective date of this contract for the remainder of FY 2022 – 2023 will receive an annual starting salary of the base salary listed in Appendix A of this Agreement.

SECTION III

1. If any bargaining unit member is promoted to the rank of Sergeant, they will either receive the base salary (\$50,000) or a ten percent (10%) increase, whichever is greater.

SECTION IV

1. Annual COLA Increases

- A. For the duration of this contract, all increases in salary will be defined in Section I and Appendix A of this Agreement.

SECTION IV

1. Longevity Incentive

For the duration of this contract, all increases in salary will be defined in Section II and Appendix A of this Agreement.

**ARTICLE 35
SPECIAL PAYMENTS**

SECTION I

Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments.

1. Field Training Sergeant

- a. Active Field Training Sergeants (FTSs) as determined by the Chief of Police currently assigned to the Patrol Division an incentive of \$500.00 to be paid in twenty-six (26)

bi-weekly pay checks for the duration of this Agreement.

- b. Those sergeants (while in grade) assigned to the CID unit will receive an incentive of \$1,500.00 to be paid in 26 bi-weekly pay checks for the duration of this Agreement.

SECTION II

Members of the bargaining unit eligible for incentive pay as defined in Section I, will receive incentive pay effective the first full pay period following ratification of the agreement.

SECTION III – Footwear Allowance

The City shall provide the sum of one-hundred dollars (\$100) each fiscal year of this Agreement. Employees who are eligible for this special payment are those Sergeants who are actively employed on December 1 and who have completed their probationary period as of December 1. The employee purchases the footwear of their choice. The employee provides the receipt to Accounts Payable. Accounts Payable will issue a reimbursement check to the employee in an amount up to \$100. The employee absorbs the difference for footwear over the amount of \$100.

SECTION IV – Loss or Damage to Personal Items

Bargaining unit members shall be compensated for the loss of personal items occurring during a physical incident on duty or due to exposure to hazardous materials, up to a maximum of two-hundred dollars (\$200.00) per item.

The City shall pay the full costs of eyeglasses damaged during a physical incident on duty. Such loss or damage of any items must be reported no later than the beginning of the next full shift to be compensable.

ARTICLE 36 TAKE HOME VEHICLE

SECTION 1

The Dade City Police Department will continue to participate in a Take Home Vehicle Program.

The City and the PBA agree that the Dade City Police Department Policy and Procedure Directive 605 will guide the assignment and application of the Take Home Vehicle Program.

It is agreed that upon eligibility for assignment of a take home vehicle, the City and the PBA agree that the individual officer will not be financially responsible for travel to and from work

assignments within twenty (20) road miles from the Police Department. In distances over twenty road miles and less than forty (40) road miles the assigned officer agrees to compensate the City at a rate of twenty-five (\$25) dollars bi-weekly or fifty (\$50) dollars a month.

Participation in the Take Home Vehicle Program is voluntary unless mandated by the Chief of Police because of department need.

The City and the PBA agree that the purpose of the Take Home Vehicle Program is to primarily extend the life of each vehicle and to provide for the immediate or expedited availability of officers in case of emergency or to meet the City's general needs. The intent of the reimbursement for use is to create a cost-neutral benefit to both the officer and the City, while providing a more useful work environment for the officer and a service benefit to the City.

ARTICLE 37 AMENDMENTS

SECTION I

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

ARTICLE 38 ENTIRE AGREEMENT

SECTION I

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City is considering changing during the term of this Agreement.

SECTION II

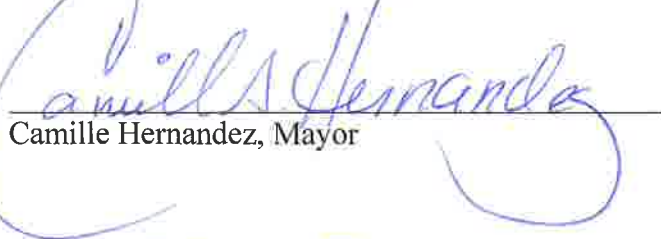
Memorandum of Understanding/Settlements. The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

ARTICLE 39 DURATION, MODIFICATION AND TERMINATION

This Agreement shall be effective upon the date of ratification by both parties, and shall continue in full force and effect until the 30th day of September 2023 A.D. At least one hundred and twenty (120) days prior to the termination of this Agreement, the City shall notify the PBA of intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

IN WITNESS HEREOF, the parties have signed this AGREEMENT to be effective as of October 1, 2021.

RECOMMENDED FOR THE CITY OF DADE CITY


Camille Hernandez, Mayor

Sept. 27, 2021
Date


Leslie Porter, City Manager

9/27/2021
Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.


Nick Marolda
President
West Central Florida PBA

Sept 3, 2021
Date


George Corwine
Florida Police Benevolent Association

Sept 3, 2021
Date

Dade City PD Step Plan Appendix A

Completed Years in Rank as of October 1st, 2021

Position	Base Salary	1 Years	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years
Sergeant	\$50,000.00	\$51,000.00	\$52,020.00	\$53,060.40	\$54,121.61	\$55,204.04	\$56,308.12	\$57,434.28	\$58,582.97	\$59,754.63
Position	10 Years	11 Years	12 Years	13 Years	14 Years	15+ Years	20+ Years	25+ Years		
Sergeant	\$60,949.72	\$62,168.72	\$63,412.09	\$64,680.33	\$65,973.94	\$67,293.42	\$70,658.09	\$74,190.99		

Appendix B

Sergeant

Last	First	Current Salary	Years	10/1/21 Increase	Year 1	10/1/21 Salary	10/1/22 Increase	Year 2	10/1/22 Salary
Harrelson	Leroy	\$ 60,985.60	19	\$ 4,268.99	7.00%	\$ 65,254.59	\$ 2,701.75	4.14%	\$ 67,956.34
Moreno	Lorenzo	\$ 52,915.20	10	\$ 3,704.06	7.00%	\$ 56,619.26	\$ 4,030.53	7.12%	\$ 60,649.79
Shireman	Robert	\$ 56,784.00	15	\$ 3,974.88	7.00%	\$ 60,758.88	\$ 4,949.61	8.15%	\$ 65,708.49
Amatruda	Christopher	\$ 43,992.00	0	\$ 6,008.00	13.66%	\$ 50,000.00	\$ 1,000.00	2.00%	\$ 51,000.00
Fulford	Troy	\$ 50,810.24	0	\$ -	0.00%	\$ 50,810.24	\$ 189.76	0.37%	\$ 51,000.00
		\$ 265,487.04		\$ 17,955.94			\$ 12,871.65		\$ 296,314.63

Appendix C
BARGAINING UNIT DESCRIPTION

Sergeant

Appendix D

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. PAYROLL DEDUCTION AUTHORIZATION

I hereby assign to the Florida Police Benevolent Association, Inc. from any wages earned or to be earned by me as your employer, my periodic dues in such amounts as are now or hereafter established by the Florida Police Benevolent Association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this assignment with this assignment and authorization shall be revocable at any time upon thirty (30) days written notification to my employer and the Association.

Department Name (please print)

Bargaining Unit (if applicable)

Name (please print)

SSN

Signature

Date