AGREEMENT between THE CITY OF SARASOTA and THE SOUTHWEST FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. for PERMANENT FULL-TIME LIEUTENANTS

(10-1-2011 through 9-30-2014)

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ARTICLE #1
RECOGNITION

Section 1.

The City of Sarasota, Florida, (hereinafter referred to as "the City"), recognizes the Southwest Florida Police Benevolent Association, inc. (hereinafter referred to as "the PBA") as the exclusive Collective Bargaining Representative of the employees in the Bargaining Unit as described herein.

For the duration of this Agreement, the Bargaining Unit shall include:

All permanent full time Lieutenants.*

For the duration of this Agreement, the Bargaining Unit shall exclude:

All Police Officers with the rank of 2nd Class, 1st Class or Sergeants, Community Service Aide Supervisors and Community Service Aides in temporary, probationary or permanent trainee status; Captains, the Chief of Police; the Lieutenant(s) assigned to the duty of Internal Affairs Officer(s), and all other employees of the Police Department; all other employees of the City of Sarasota, including managerial, confidential and supervisory employees.

Section 2.

The PBA recognizes that the City Manager is the collective bargaining representative for the City. The PBA further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designee, and to refrain from any approach or appeal to the legislative body of the City (the City Commission) or any of its members which is designed to influence or change the strategy, methods or proposals being utilized by the City Manager at any phase of the negotiating process, including impasse proceedings, except where specifically authorized by law.

*Lieutenants are included if they are permanent employees within the Police Department and they have been promoted from a classification within the PBA (as outlined in Section 1) to one of the classifications outlined herein as a permanent employee, class probation only.

ARTICLE #2
DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT:

BASE HOURLY - "Base hourly rate of pay" is defined as the base hourly rate of pay including competitive salary adjustments, if applicable, (as established herein) exclusive of any and all other wage, compensation or benefit elements, such as longevity, specialist pay, etc.

CHIEF OF POLICE - "Chief of Police" is defined to include the Chief and/or his designee.

CITY - "City" is defined as the municipal corporation under the laws of the State of Florida, consisting of an electorate, elected and appointed officials. For the purpose of this Agreement, the term "City" shall also mean the City Commission, its appointed administrative officers, designees and representatives.

CITY MANAGER - "City Manager" is defined as that person appointed by the City Commission who is the Chief Administrative Executive Officer of the City, and/or his designee.

DEPARTMENT - "Department" shall refer to the Police Department.

EMPLOYEE - Unless otherwise indicated, an "employee" is defined as an employee of the City who is a member of the Bargaining Unit as described in Article #1, herein.

HE OR HIS - "He" or "his" shall be used to designate individuals of both sexes.

MANAGE - "Manage" is defined to mean the authority of the City to plan, implement, control, direct, coordinate, train and discipline such as, but not limited to, the following: To hire, assign, transfer, retain, budget, layoff, recall, promote, discipline, suspend, demote, discharge, negotiate, reward, direct rank and file workers, adjust grievances, or

to effectively recommend any of the above by use of the independent judgment of the City.

OVERTIME PAY - Pay at one and one half (1 ½) times as required by the Fair Labor Standards Act. Employees will not be paid overtime as defined by the Fair Labor Standard Act unless required by the FLSA.

PREMIUM PAY - "Premium pay" is defined as premium payments made by the City for work in excess of or outside of specified regularly assigned weekly duty schedules. This extra compensation provided by the premium rates shall be excluded from the employee's regular rate of pay for purposes of computing the employee's overtime compensation. Premium pay shall be creditable toward any potential overtime compensation to the extent permitted by the Fair Labor Standards Act. Premium pay for assigned work in addition to the regularly assigned weekly duty schedule [not otherwise specifically provided for in this agreement], shall be calculated at one and one-half (1 ½) times the regular rate of pay.

REGULAR HOURLY - "Regular hourly rate of pay" is defined as the regular hourly rate of pay, inclusive of any and all other wages, compensation or benefit element such as longevity, specialist pay, etc., but shall not be deemed to include premium pay or other types of payments excludable from the regular rate of pay by 29 U.S.C. Section 207(c)(1)-(7) of the Fair Labor Standards Act, as amended.

TOUR OF DUTY - "Tour of Duty" means the period of time during which a Lieutenant is considered to be on duty for purposes of determining compensable hours for purposes of a 7(k) Fair Labor Standards Act exemption claimed in this contract.

WORK - "Work" is defined to mean the duties and responsibilities assigned to an employee by the City, and does not include such elements as annual leave, sick leave, lost-time due to on-the-job injuries, holidays, training during off-duty hours, travel, etc., unless specifically and expressly assigned, authorized and approved in writing by the City.

WORK PERIOD FOR LIEUTENANTS ASSIGNED TO FORTY-ONE & ONE QUARTER HOUR WORK WEEK (41.25) - "Work Period" is defined to mean seven (7) consecutive days and forty-three (43) maximum hours of non-overtime work for assigned Lieutenants in accordance with FLSA.

WORK PERIOD FORLIEUTENANTS ASSIGNED TO DISTRICT INCENTIVE PLAN (82.25) - "Work Period" is defined to mean fourteen (14) consecutive days with a maximum of 86 hours in a work period in accordance with the FLSA.

ARTICLE #3
MANAGEMENT RIGHTS

Section 1.

Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the City of Sarasota prior to this Agreement are retained by the City, and may be exercised without prior notice to or consultation with the PBA. This article pertains to all members of the Bargaining Unit as assigned within the Police Department.

Section 2.

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, providing such exercise is consistent with the express terms of this Agreement and this Agreement pertains to all members of the Bargaining Unit as described in Article #1 herein.

A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
B. To determine the purpose and functions of the Police Department and its constituent divisions and units.
C. To perform those duties and exercise those responsibilities which are assigned to the City by federal and state law, city ordinance and/or city regulation.
D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation/ improvement of the Police Department, and to select, manage, direct and evaluate all management, supervisory, administrative and other personnel.

E. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby; subject to the provisions of Section 16 as outlined herein.

F. To set methods, means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed necessary, practical and feasible by the City at its sole discretion.

G. To determine and re-determine job content, workload and work force size.

H. To decide the number, location, design and maintenance of the Police Department facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the City.

I. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, layoff, retain and manage all employees of the Police Department.

J. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on competitive examination, performance evaluation, and other elements currently being utilized.

K. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty, for just cause.

L. To increase, reduce, change, modify or alter the size end composition of the work force.

M. To establish, change or modify the number, types and grades of positions/employees assigned to the Police Department.

N. To determine the extent of operations of the Police Department. To determine when any part of the complete operation shall function or be halted; and to determine when, where and to what extent operations/services shall be increased or decreased.

O. To establish, change or modify employee duties, tasks, responsibilities or requirements.

P. To make, issue, publish, enforce and modify policies, procedures, rules and regulations as the City may from time to time deem best; subject to the provisions of Section 16 as outlined herein.

Q. To grant merit increases to non-represented employees as the City, in its sole discretion, may determine to be necessary or deserved.

All other rights to manage the Police Department and the operations, functions and purposes thereof, which are not in or expressly limited by this Agreement, are reserved exclusively to the City.

Section 3.

The City Commission has the sole authority to determine and re-determine the purpose and mission of the Police Department.

Section 4.

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of such declared emergency, except monetary provisions.

Section 5.

The City Charter, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission, budget, obligation to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

Section 6.

The City has the sole and exclusive right to direct managerial, supervisory, administrative personnel and any other employee not covered by this Agreement, to perform any task in connection with the operation of the Police Department whether or not normally performed by the employees within the Bargaining Unit.

Section 7.

The selection and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 8.

The PBA recognizes that the City and the Police Department has certain obligations to comply with federal, state and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 9.

The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the PBA shall forthwith terminate. The City shall also have the right, from time to time during this Agreement, to suspend selected services/operations. This Agreement shall also be suspended without liability in respect to either the PBA or the employees involved.

Section 10.

The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States.

Section 11.

Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the Bargaining Unit in effect prior to, as well as those issued after, the effective date of this Agreement shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify or delete any rule, regulation or policy rests with the City.

Section 12.

It is expressly understood by and between the parties to 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 either in a particular matter or in a particular manner.

Section 13.

Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

Section 14.

Nothing in this Agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated.

Section 15.

The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.

Section 16.

In the exercise of the above enumerated rights, the City recognizes its obligation to bargain, if the law requires, over such rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of employees. Nothing contained in this section shall prevent the City from implementing the proposed right or decision prior to negotiations, but any settlement, agreement or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

ARTICLE #4
EMPLOYEE RIGHTS

Section 1. "Bill of Rights".

The City and the PBA will abide by the provisions of the Florida Statutes, Chapter 112.532 ("Law Enforcement Officer's Bill of Rights"), so long as those provisions remain effective as state law.

A. For the purpose of this section the following definition shall apply:
   1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, evaluations, or investigations which may result in minor forms of disciplinary action (for example, a written reprimand or below) or meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he should not be disciplined.
   2) If a member of management or supervision, while engaging in a counseling session or investigation for minor discipline, determines the conduct may result in the suspension or dismissal of the employee, the session or investigation shall be terminated until a representative is available, if requested.

B. Any action by the City deemed by an eligible employee to be in violation of Chapter 112.532, Florida Statutes, may be processed as a grievance through Step 3 of the Grievance and Arbitration Procedure prescribed in this Agreement.

C. Disputes which remain unsettled after Step 3 may be taken only to an appropriate court of law for resolution, and are specifically excluded from arbitration.

Section 2. Use of Reserve Officers.

Reserve Officers will not be used in lieu of minimum manning requirements for Lieutenants or for the City's SPD's Off-Duty Employment Program.

ARTICLE #5
NO STRIKE PROVISION

Section 1.

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

A. A strike.
B. Concerted failure to report for duty.
C. Concerted absence from their respective positions.
D. Concerted stoppage of work.
E. Concerted submission of resignations.
F. Concerted abstention in whole or in part from the full and faithful performance of the duties of their employment by the City.

Section 2.

The foregoing prohibited activities "A" through "F" shall not be engaged in for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or in the rights, privileges or obligations of public employment of any employees within or without the Bargaining Unit.

Section 3.

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

A. A deliberate and concerted course of conduct which adversely affects the services of the City, or
B. A concerted failure to report for work after the expiration of this Collective Bargaining Agreement, or

C. Disruptive picketing or disruptive hand billing of any City facility, office or premises, as provided in Chapter 447.09, Florida Statutes, or
D. Illegal picketing or illegal hand billing of any City facility, office or premises, or
E. Any picketing or hand billing in the area of the residence or business of any official, employee or agent of the City.

Section 4.

Any employee or group of employees committing or participating in any of the acts proscribed in this Article shall be considered as having voluntarily resigned from City employment, and shall be terminated without the right of appeal, except as stated in Section 5 of this Article, which provides for binding arbitration. If any such terminated employee is reemployed by the City, it shall be under the following conditions:

A. Such person shall be on probation for a period of six (6) months following his reemployment. During this period, the person may be discharged upon showing of just cause.
B. The compensation of such person may in no event exceed that received by him immediately prior to the time of the violation.
C. The compensation of the person may not be increased until after the expiration of one (1) year from such reemployment.

Section 5.

The only question which may be presented to an arbitrator, pursuant to the grievance and arbitration procedure in this Agreement, is whether an employee or group of employees is/are participating or has/have participated in activity proscribed in Sections 1, 2 and 3 of this Article. If an Arbitrator determines that an employee or group of employees is participating or has participated in such activity/activities, the arbitrator is not empowered to consider or rule upon any penalty or discipline given by the City, including discharge from employment.

Section 6.

The PBA hereby consents to an Ex-Parte order of the Courts of the State of Florida, permanently and immediately, enjoining any strike or other conduct by the PBA, its officers, members, agents, representatives, employees, or employees of the Bargaining Unit , proscribed in Sections 1 and 2, hereof.

Section 7.

The City shall declare when a strike has commenced in violation of the provisions of this Article. In the event there should be a strike or other prohibited activity, the City shall not be obligated to reopen or reactivate any facilities/operations affected by that activity.

ARTICLE #6
EMPLOYEE/MANAGEMENT COMMITTEE

Section 1.

Employee members of this Bargaining Unit shall be eligible to participate in the Employee/Management Committee as authorized for police officers and sergeants.

Section 2.

Meetings of this Committee shall be held not more than once every two months and shall be scheduled at the request of either party upon ten (10) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those questions/issues to be presented for discussion. The time, place and duration of discussion shall be determined by the City.

Section 3.

The sole function of the Employee/Management Committee shall be to discuss general matters pertaining to employee relations. The Committee shall not engage in collective bargaining or the resolution of grievances.

Section 4.

Committee members of the Bargaining Unit shall not be paid by the City to participate in Employee/Management meetings.

ARTICLE #7
BASE HOURLY RATE OF PAY

Section 1.

A. SWORN PERSONNEL

It is the intent of the City and PBA to establish a more standardized and competitive pay plan for the City's sworn law enforcement personnel. For the fiscal year 10/1/09 to 9/30/10, there will be no annual general wage increase given to any bargaining unit employee. Step increases will be paid according to Appendix D, Schedule 3.

Section 2. Acting in a Higher Rank.

A. Eligibility

Each time an employee is officially designated, by the appropriate supervisor, to act in a higher classification than the employee's permanent classification and actually performs said duties for a period of more than twenty-two (22) full workdays within any six consecutive months, the employee shall be eligible for a promotional pay increase to the higher classification for all time spent in the classification.

B. Proof of Claim

If an officer/employee claims eligibility for such pay increase, he must provide verified documentation to substantiate such claim.

C. Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher classification shall be paid according to the

same compensation method as permanent promotees in accordance with Police Department practices and procedures.

D. Subsequent Permanent Appointments

When an employee has received a pay increase under the provisions of this Article and is subsequently permanently appointed to the position, the employee will not be eligible for a second promotion pay increase.

E. Return to Regular Rate

Employees being paid at a higher rate, while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class is ended.

Section 3.

Members of the bargaining unit who are Field Training Officers (FTOs), including the Field Training Coordinator, shall receive a special pay increase of $35 per week. FTO will not be considered as a Special Duty Assignment. The Chief of Police will review the number of FTOs annually. The number of FTOs will be determined by management based on the number of anticipated vacancies in the Department. In the event of a reduction in the number of FTOs, the officer with the least seniority as an assigned FTO will be reassigned from the program. In the case of a tie, the officer with the least seniority with the department shall be reassigned.

ARTICLE #8
SPECIAL DUTY ASSIGNMENTS/PAY

Section 1. Special Duty Assignments.

The number and assignment of Police Officers or Sergeants to Special Duty Assignments outlined below shall be at the sole and exclusive discretion of the City. Such special duty is not to be considered as a separate grade or rank, and is understood by the parties to be temporary in nature and assigned or withdrawn at the sole discretion of the Chief of Police, or his designee. Selection for special duty assignments shall be based on management's determination and evaluation of the individual display of specific skills/abilities under the procedures and qualifications set out in Sarasota Police Department SOP 501.00 and its Annex. Such special duty assignments may require the successful completion of specialized police training and/or certification procedures designated by the City. Members of the Bargaining Unit assigned special duty for less than one week shall not be eligible for any partial compensation. Special duty pay is authorized only for one special duty assignment and multiple payments are not authorized, except as specifically noted.

Section 2. Special Duty Pay.

Employees who are assigned by the City and who perform these special duties shall receive an increment in pay, in addition to the base rates of pay provided for in Article #7, for the duration of such temporary assignment, as follows:

Special Duty Assignments:

Full-Time Assignments - $30/week

- CID
  - Intelligence
  - Narcotics
  - Nuisance Abatement

Crimes Against Persons
Crimes Against Children
Crimes Against Property
Crime Prevention
Canine (K-9)
Street Crimes Unit (SCU)
Traffic/Marine
District Commanders
IA Investigations
Transient Coordinator
Special Response & Technical Commander
FBI Violent Crimes Task Force (VCTF)
Domestic Violence Investigator

Collateral Assignments - $20/week:

Explosive Materials Unit (EMU)
Crisis Negotiations Unit (CNU)
Underwater Search and Recovery (Dive Team)
Special Weapons and Tactics (SWAT)
Honor Guard
Interpreters*
Sexual Offense Liaison

Section 3. Other Special Duty Assignments.

Other special duty assignments may be made at the sole discretion of the Chief of Police, or his designee, in accordance with Section 1 as outlined herein at the same rate as per Section 2 above.

Section 4. Grievances.

Alleged violations of Sarasota Police Department SOP 501.00 shall be grievable under the grievance-arbitration provisions of this Agreement.

*Individuals designated as interpreters and receiving such special duty pay are authorized to have another special duty assignment and receive special duty pay for that assignment also.

ARTICLE #9
HOURS OF WORK AND OVERTIME

Section 1. Assignment of Work Schedule.

The City shall, in its sole discretion, schedule the work hours, work days and work weeks of employees in the Bargaining Unit. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week. The City has the sole discretion to schedule and/or assign hours of work, either less or more than the normal work day/period. Unless otherwise directed by the City, the work period is designated in accordance with the exemption authorized under the Fair Labor Standards Act and as defined in Article 2 of this Agreement. The duty schedule shall be as defined in Section 4 of this Article. The City agrees to provide members of the Bargaining Unit with a seven (7) day advance notice for shift changes.

Section 2. Overtime Rate of Pay for Lieutenants.

All time worked in excess of forty-three (43) hours in a given work period by Lieutenants in the Bargaining Unit, and assigned to the seven (7) consecutive day work period, shall be paid at one and a half (1 ½) times the regular hourly rate of pay. (Premium pay is authorized from forty-one and one-quarter (41.25) hours to forty-three (43) hours for eligible employees assigned to the forty-three (43) hour shift). In order for an employee to be compensated for time worked in excess of the forty-three (43) hours in a work period, the overtime must be ordered and approved at the sole discretion of the City. There shall be no pyramiding of premium pay for purposes of overtime computation.

A. Overtime Rate of Pay for Lieutenants Assigned to District Police Plan.

Actual time worked in excess of 86 hours in a given work period by Lieutenants in the Bargaining Unit for the fourteen (14) consecutive day work period shall be paid overtime at one and a half (1 1/2) times the regular rate of pay. In order for an employee to be compensated for time actually worked in excess of the 86 hours in a work period, the overtime must be ordered and approved at the sole discretion of

the City. There shall be no pyramiding of premium pay for purposes of overtime computation.

Section 3. Definitions.

For the purpose of this Agreement, the following terms are hereby defined:

Work periods of Lieutenants:

A. "Work Period" means scheduled seven (7) consecutive days with forty-three hours (43) of non-overtime work, starting on Wednesday and ending on Tuesday of each calendar week at the discretion of the City.

   1) "Work Period" for those assigned to District Incentive Plan means schedules fourteen (14) consecutive days with 86 hours of non-overtime work, starting on Wednesday and ending on Tuesday of every other calendar week at the discretion of the City.

B. "Work Period" for non-sworn members of the Bargaining Unit means scheduled seven (7) consecutive days with forty hours of non-overtime work, starting on Wednesday and ending on Tuesday of each calendar week at the discretion of the City.

C. "Duty Period" means the number of hours in a work day as scheduled by the City.

Section 4. "Time Worked".

For the purpose of overtime computation/compensation, payment for regular authorized overtime shall not be affected by vacation leave, holiday leave, sick leave incentive leave (SLV, or commonly referred to as bonus vacation days) or compensatory time off. Other leave time not specifically covered in the first sentence of this section shall not be considered as "time worked" whether with or without pay (i.e., sick leave, bereavement leave, military leave, or maternity leave, etc.).

Section 5. Call Back Time/Pay.

The City has the sole discretion to require employees to return to work on other than their normally scheduled or regularly assigned shifts, provided, however, that such employees(s) shall receive a minimum of two (2) hours work time with pay for such required duty.

Section 6. Compensatory Time Off.

The City, in its sole discretion, may either compensate employees who work in excess of forty-three hours (43) in a given work period at the prescribed overtime rate, or may grant equivalent compensatory time off.

A. Compensatory Time Off for Lieutenants Assigned to District Police Plan.

The City, in its sole discretion, may either compensate employees who work in excess of an 82.25 hour period in a given work period at the prescribed premium pay rate, or may grant equivalent compensatory time off.

Section 7. Compensatory Time - Accumulation.

Accumulation of compensatory time, or premium time, and court time, shall not exceed 480 hours.

Section 8. Court Time/Pay for Lieutenants.

With the exclusion of any employee(s) separated or retired from City employment prior to the date of final ratification of this Agreement, court appearances and other court duties, including appearances and duties involving civil cases, required by the City occurring on other than an employee's assigned shift, will be compensated at time and one-half, irrespective of any other provisions for overtime pay based upon a work period of forty-three (43) hours, or other shift assigned as determined by the City. Except as outlined herein; court pay shall not be paid to employees whose court appearance, hearing, deposition or pre-filing interview (PFI) falls within one and one-half (1.5) hours prior to the start of their assigned work hours or within one and one-half (1.5) hours after

their assigned work hours. Employees assigned to court appearance(s) within one and one-half (1.5) hours pre-shift or post-shift, shall be deemed to be in an on duty status instead of court time status. Employees shall receive a minimum of two (2) hours pay at time and one-half for each such off-duty court-related appearance, irrespective of the number of cases involved in each appearance, except as outlined herein. Such court time, however, shall not be counted as "time worked" for overtime purposes except as outlined herein. Employee has the option to request court time compensation at time and one-half or request equivalent compensatory time, provided the employee meets the criteria outlined herein, and provided that the employee's accumulated compensatory time, premium time and court time, shall not exceed 480 hours. The City, in its sole discretion, may either pay said employees as provided in this Section, or grant equivalent compensatory time off.

A. Court Time/Pay for Lieutenants Assigned to District Police Plan.

This provision does not apply to any employee(s) separated or retired from City employment prior to the date of final ratification of this Agreement. Court appearances and other court duties as required by the City, including appearances and duties involving civil cases, shall be included in an employee's compensable tour of duty. Except as provided below, an employee will be compensated for such appearances at time and one half ("court pay"), irrespective of any other provisions for overtime pay based upon a 14-day work period of eighty-six (86) hours. Employees shall receive a minimum of two (2) hours pay at time and one-half (1.5) for each off-duty court appearance, although such premium pay shall not be included in the computation of the employee's regular rate of pay. However, only hours actually worked during this period shall be included in the computation of time worked for overtime pay. Additionally, such premium pay shall be creditable toward any potential overtime compensation payable to the employee.

Court pay shall not be paid to employees whose court appearance, hearing, deposition or pre-filing interview (PFI) falls within one and one-half (1.5) hours prior to the start of their assigned work hours or within one and one-half (1.5) hours after their assigned work hours. Employees assigned to court appearances

within one and one-half (1.5) hours pre-shift or post-shift shall be deemed to be in an on-duty status and are therefore ineligible to receive court pay. Employee has the option to request court time compensation at time and one-half or to request equivalent compensatory time, provided the employee meets the criteria outlined herein, and provided that the employee's accumulated compensatory time, premium time, and court shall not exceed 480 hours. The City, in its sole discretion, may either pay said employees as provided in this Section, or grant equivalent compensatory time off.

Section 9. Shift Differential Pay.

Eligible members of the Bargaining Unit assigned to the 11.75 hour shift of the District Policing Plan (see Article 19, Attachment A, page 5 of the 22 page document, District Policing Plan) shall be eligible for pay in addition to: Base Rate of Pay, as outlined in Article #7; and in addition to the Special Duty Pay, as outlined in Article 8, Section 2. Shift Differential Pay will be paid in increments as outlined herein:

$15.00 per week for day shift
$20.00 per week for night shift.

ARTICLE #10

BUMP DOWN PROCEDURES FOR REDUCTION IN FORCE AND/OR LAYOFFS

Section 1. Bump Down Procedures for Reduction in Force/Layoffs.

If a Lieutenant/employee has been promoted to a classification that makes him ineligible for representation by this contract and is later reduced in grade to a classification that makes him eligible for representation by this contract, then that Police Officer/employee would be reduced one rank; and the Police Officer with the least time in grade in the same rank that the Police Officer has already been reduced to (i.e., Lieutenant to Sergeant), would be reduced to the next lower rank, i.e., Sergeant to Police Officer 1st Class. The bump down for a reduction in force or layoff by time in grade would be for one rank only. (Example: Lieutenant to Sergeant, Sergeant to Police Officer 1st Class.) The bump down for a reduction in force or layoff by time in grade would be for one rank only. (Example: Lieutenant to Sergeant, Sergeant to Police Officer 1st Class.) The Police Officer, Sergeant or Lieutenant, reduced in rank would assume his original date of rank (previous date promoted to that rank) for the rank that he has been reduced to and he shall be placed on the seniority list for the rank that he has been assigned to after the reduction. Police Officers 1st Class may be subject to layoff according to time in grade in their current rank in the event of a reduction in force or layoff, unless additional police officers in the grades of Police Officer 2nd Class, Police Officer Permanent Trainee, or Police Officer Probationary are currently employed by the City. In this event, the Police Officer(s) 1st Class would be subject to layoff after all probationary, permanent trainees and Police Officer(s) 2nd Class had been laid off in this sequence. The Police Officer First Class would be subject to layoff as outlined in Section 3 of this Article.

Section 2. Recall Procedures After Reduction in Force/Layoffs.

Employees would be recalled from layoff in the inverse order of layoff. (The last Lieutenant laid off would be recalled first). The recalled Lieutenant must accept the recall notice of reemployment (sent via certified mail, return receipt requested, to the last known address) within 10 days of the receipt of the recall notice, and the recalled

employee must meet the medical and physical requirements of the assigned classification. A recalled employee who has been laid off in excess of ninety days may be subject to a physical and polygraph examination at the sole discretion of the Chief of Police or his designee, as appropriate. Any Lieutenant laid off by the City is eligible to be reinstated to his most previous rank held prior to layoff if he is recalled from layoff status within one year of the effective date of the reduction in force or layoff. The recalled Lieutenant (within twelve months of the effective date of the layoff) would be eligible to return as a permanent employee based on seniority (last Lieutenant laid off is the first to be recalled) and receive an adjusted date of rank and authorized benefits.

Section 3. Bump Down, Layoff or Recall.

A.

1) Date Promoted to Current Rank (Seniority in Grade).

2) Date Employed (date of hire as a police officer or adjusted date of hire as a police officer); for a non-Civil Service employee (General Employee), the date would be the date of hire or the applicable adjusted date of hire.

3) Date passed written examination (Police officer preemployment examination for police officers only).

4) Date turned in police preemployment comprehensive application or date of application for non-Civil Service (General) employees.

5) A. Time of Day Comprehensive Examination received by the Department of Human Resources (for police officers only).

B. If this step is necessary for non-civil service (General Employees), the final decision will be made by the Chief of Police, or his designee in accordance with the City of Sarasota Rules and Regulations.

ARTICLE #11
PBA RIGHTS AND OBLIGATIONS

Section 1. Dues Deductions and Service Charges.

A. Dues Deduction:

1) A member of the Bargaining Unit may present written authorization on the prescribed form to the City to deduct from his salary PBA dues in a specific weekly amount. Such authorization shall be executed on the form adopted by the City. Each authorization shall be effective until the earliest of the following dates:

   a. The expiration of the Collective Bargaining Agreement; or
   b. The determination by the Florida Public Employees Relations Commission (PERC) that the PBA has participated in, supported or instigated in any manner a strike against the City; or
   c. Thirty (30) calendar days after written notice of revocation of said authorization by the employee to both the City and the PBA.

2) The City will transmit the dues and uniform assessments deducted in any week less the appropriate charge authorized herein, to the Treasurer of the Union at a convenient time following said deductions, but not later than fifteen (15) calendar days from the end of the week in which the deductions were made, except in the case of reasonable delays.
3) The City's sole obligations with respect to said funds are the collection and transmittal of those funds. The PBA, its officers, agents and members will hold the City, its officers and agents harmless for the cost of any action which may be brought by any of its members, group(s) of members, agencies of law or other parties with respect to the use of disposition of said funds, after they have been transmitted to the PBA.

4) The City will not collect fines, penalties or special assessments levied or attempted to be levied upon its employees by the PBA, its officers, agents or members.

B. Service Charges:

The City shall deduct from the payment made to the Union the following expenses of bookkeeping, retention and transmittal of funds:

Three Hundred Dollars ($300.00) per fiscal year.

The above service charge shall be effective and deducted within the first month after final ratification and shall be collected thereafter during the month of October for the duration of the Collective Bargaining Agreement.

Section 2. Exception to Dues Deductions.

In the event an employee's salary earning within any given pay period (after deductions for withholding tax, retirement, health insurance and other priority items) are not sufficient to cover dues, it will be the responsibility of the PBA to collect its dues for that pay period directly from the affected employee.

Section 3. Bulletin Board.

The PBA may post notices of the Association's recreational and social functions, elections, meeting, and the names and addresses of officers, directors and representatives on a designated 20" x 30" section of the existing bulletin board in the Report Writing Room located in the Police Department. Each such notice must be signed by an officer of the local PBA Chapter, and a copy transmitted to the Chief of Police or his designee prior to posting. Under no circumstances shall the PBA tender for posting any notice containing material which might be interpreted as political in nature, or which tends to disparage or interfere with any elected or appointed official(s) or employee(s) of the City.

Section 4. Donation of Holiday Time to PBA.

A. The PBA shall collect from each consenting member of the Bargaining Unit who has agreed to and executed the appropriate form; two (2) hours of earned holiday time, for the PBA Time Bank. There shall be one combined time bank for PBA to include time collected under this contract and time collected under the contract for Lieutenants. Said time will be used at the discretion of the PBA President for the purpose of Association business.

B. The initial two (2) hours of holiday time will be collected by the City on the second pay period after final ratification by both parties. For new members of the Bargaining Unit, the City will collect the two (2) hours of holiday time the next pay period after receipt of the deduction authorization. The deductions shall continue on an annual basis (the first pay period in October of each Fiscal Year) unless the deduction is canceled by the employee.

C. At no time shall the aforementioned PBA Time Bank donations exceed 480 hours for a fiscal year; however, all time bank hours can be carried over into the next year and must be used on or before September 30 of the fiscal year following the fiscal year accrued.

ARTICLE #12
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions.

A. The "aggrieved" is an employee, or a group of employees, or the PBA.

B. "Grievance" is an allegation by the aggrieved that he has been adversely affected by a misinterpretation or misapplication of a specific written term(s) of this Agreement occurring after the effective date and before the expiration date of the Agreement. A grievance may be processed through Step 4 of this Article.

C. Except for individual disciplinary actions, the PBA shall have the right to bring a class action grievance on behalf of bargaining unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within seven (7) days of the occurrence of the event giving rise to the grievance.

Section 2. Procedure.

A. Informal Step

The aggrieved and/or his representative shall request a meeting to discuss a grievance with his immediate supervisor (or his designee) with the objective of adjusting the grievance informally. Said request shall be made to the immediate supervisor no later than seven (7) calendar days after the grievance first occurred, or when the aggrieved should have had knowledge thereof. Any meeting under this step may take place within five (5) calendar days after such a request. If the aggrieved is not satisfied with the disposition of the grievance or a meeting is not held, the grievance may be taken to Step One of the formal procedure.

B. Formal Steps

Step One

The aggrieved and/or his representative shall present the grievance on the adopted form to his Captain or the Captain's designee no later than seven (7) calendar days after the informal meeting or, in the absence of such meeting, no later than eight (8) calendar days after the request for a meeting was made. The Captain or his designee shall submit a written response on the adopted forms within five (5) calendar days after submission of the grievance, or the grievance may be taken to the next step.

Step Two

If the aggrieved is not satisfied with the disposition of the grievance in Step One, he and/or his representative may submit it on the adopted form to the Chief of Police or his designee within seven (7) calendar days of the written response in Step One or from the final date a response was due, in the absence of a written response. The Chief or his designee shall submit a written response on the adopted form within ten (10) calendar days after submission of the grievance in this Step.

Step Three

If the aggrieved is not satisfied with the disposition of the grievance in Step Two, he and/or his representative may submit it on the adopted form to the City Manager within seven (7) calendar days of the written response in Step Two or from the final date a response was due, in the absence of a written response. After submission of the grievance in this step, a meeting before the City Manager shall be held if the City Manager deems it necessary.

The City Manager shall submit a written response on the adopted form within ten (10) calendar days of the submission of the grievance to him.

Step Four

If the aggrieved is not satisfied with the disposition of the grievance in Step Three, or in the absence of a written response, he and/or his representative may submit the matter to arbitration. Any submission hereunder shall be received by the City Manager's office within fourteen (14) calendar days after the decision in Step Three, or from the final date a response was due in the absence of a written response. The party requesting arbitration shall submit a request for a panel of not less than seven (7) names to the Federal Mediation and Conciliation Service, FMCS. The selection shall be made by alternately striking names and the remaining name shall be the arbitrator. The party requesting arbitration shall strike the first name. Each party shall have the right to reject one panel as a matter of right.

Section 3. Rules

A. Any written grievance presented by an employee must contain the following information on a form adopted by the City.

1) A statement of the grievance, including date of occurrence, and details, and facts upon which the grievance is based.
2) The article and section of the Agreement alleged to have been violated.
3) How the aggrieved feels the above Article and Section is being violated, so as to adversely affect him/her.
4) The action, remedy or solution requested by the employee.
5) Signature of aggrieved employee.
6) Reason for rejection of management's answer, if appealed.
7) Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and shall be declared null and void.

B. A member of the Bargaining Unit may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the PBA provided that:

1) The adjustment is not inconsistent with the terms of this Agreement; and
2) The PBA has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

C. The time limits contained herein are absolute. The failure of the aggrieved to file a grievance timely or to appeal it timely to subsequent steps is a waiver of the grievance. At any Step in the grievance procedure, the time limits may be extended by mutual Agreement of the parties to the grievance. Should there be at any step herein prescribed, no response by the City, it shall be deemed that the grievance has been denied.

D. Employees will follow all written and verbal directives of supervisors even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

E. In the event of such failure to appear at the arbitration hearing for the reason that it asserts the grievance is not arbitrable, the arbitrator shall not have the authority, nor may he conduct a hearing or in any manner hear or rule upon the grievance.

F. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have the power to arbitrate any matter expressly or impliedly excluded from arbitration, nor to proceed in contravention of the limitations upon his powers as expressed in Section 3.E hereof.

G. Any relief granted prior to Step Three requiring the expenditure of City funds which is not in accordance with Florida Statutes shall be void. Any relief granted prior to Step Two shall not be deemed to establish a past practice, custom, precedent, or

usage as to any other circumstances of occurrences without the express approval of the City Manager. The arbitrator is not empowered to render any award which imposes fines or penalties upon the City.

H. In the event of the arbitration of a grievance arising out of the discharge of an employee, the arbitrator is empowered to either sustain the discharge or, if he does not, he is empowered to reinstate the employee with or without back pay in whole or in part as the circumstances warrant. Any award of back pay shall be reduced by any unemployment compensation he may have received, and may be reduced by interim earnings of the discharged employee earned from a replacement job or jobs.

I. Should either party request a transcript of the arbitration proceedings, then that party will bear the full costs for that transcript. Should both parties order transcripts, then the cost of the transcripts will be divided equally between the parties.

J. Step One and/or Step Two of the grievance procedure may be bypassed provided the aggrieved and the City Manager agree. The grievance shall then be brought directly to the next succeeding step.

K. Each party shall bear the full cost for its representation in the arbitration and the compensation of its participants. Each party shall be responsible for the compensation of its witnesses, including employees. The cost of the arbitrator and the FMCS will be divided equally between the parties.

L. Election of Forum (Non-duplication of Remedies):

The commencing of legal proceedings against the City in a court of law or equity, or before the Public Employees Relations Commission, or any other administrative agency, by an employee or employees for an alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee or employees of his/their right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.

M. Grievance procedures:

1) Civil Service employees have the option of utilizing the Civil Service Appeal Procedure established under this Article or the grievance procedure established by the City of Sarasota Personnel Rules and Regulations, but such employee cannot use both.

2) General Employees have the option of utilizing the Grievance Procedure established by the City of Sarasota Personnel Rules and Regulations or the grievance procedure established under this Article, but such employee cannot use both.

N. The aggrieved may present his grievance at Steps One and Two on City time. The presentation of a grievance by the aggrieved at Steps Three and Four may be on City time only as determined in the sole discretion of the City Manager. Except as herein provided, the investigation, administration or presentation of grievances by the employee and/or his representative may not be conducted during working hours.

ARTICLE #13
ANNUAL LEAVE PROVISIONS AND PROCEDURES

Qualified employees of the City of Sarasota, upon application to and with the approval of the Chief of Police or his designee, shall be accorded Annual Leave in compliance with and subject to the following provisions and conditions.

EIGHT-HOUR SCHEDULE

Years Of Service	Earned Days of Vacation
1 THRU 5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	16
13	17
14	17
15	18
16	18
17	19
18	19
19	19
20	20

TEN-HOUR SCHEDULE

Years Of Service	Earned Days of Vacation
1 THRU 5	8
6	9
7	10
8	11
9	12
10	12
11	13

12	13
13	14
14	14
15	15
16	15
17	16
18	16
19	16
20	16

ELEVEN AND ONE/HALF HOUR SCHEDULE

Years Of Service	Earned Days of Vacation
1 THRU 5	8
6	9
7	10
8	11
9	11
10	12
11	13
12	13
13	14
14	14
15	15
16	15
17	15
18	15
19	15
20	16

Incentive Award Days shall be granted as shown below with the exclusion of any member(s) separated or retired from City government. Incentive Award Days shall be authorized, for the duration of this Agreement.

1. One (1) award day will be granted for each quarter (3 months period of time) as of October 1st of each year in which no sick leave is used. Each quarter is independent of the others.

2. Four (4) Incentive Award Days may be earned during the Fiscal Year at the rate of one (1) per quarter (October 1-December 31; January 1-March 31; April 1-June 30; July 1-September 30). If an employee maintains a perfect attendance record for the fiscal year, without using any sick leave, an additional (fifth day) Incentive Award Day shall be granted.

3. Anytime sick leave is used during any quarter, no Incentive Award Day shall be earned in that quarter.

4. For recording and accounting purposes within the Department, the earned Incentive Award Day shall be maintained at the discretion of the Chief of Police, or his designee. New employees employed by the City of Sarasota between fiscal year quarters will accrue Incentive Award Days commencing with the first day of the next quarter. However, if the employment date occurs during the first fifteen (15) days of the fiscal quarter, the accrual period will be retroactive to the first day of the quarter.

Vacation Carryover

Vacation carryover shall be handled in accordance with the City rules.

ARTICLE #14
MILITARY LEAVE

Military leave shall be as provided by federal and state law, and City of Sarasota Rules and Regulations.

ARTICLE #15

SICK LEAVE/MATERNITY LEAVE/BEREAVEMENT LEAVE

Sick Leave/Maternity Leave/Bereavement Leave shall be administered in accordance with the Police Department's policies and procedures and the City of Sarasota Rules and Regulations.

ARTICLE #16
HOLIDAYS

1. Authorized:

The official holidays to be observed by the employees of the City of Sarasota shall be:

New Year's Day	January 1st
Martin Luther King, Jr's. Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
National Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

2. Holiday Clarifications:

A. General:

The City Manager may designate any other workday a holiday for qualified employees.

B. Normal Work Week: Monday through Friday

1) An official holiday that falls on a Sunday shall be observed on the following Monday by permanent employees whose scheduled workweek is either Monday through Friday, inclusive, or Monday through Saturday, inclusive.

2) An official holiday that falls an a Saturday shall be observed on the Friday preceding the holiday by permanent employees whose regular scheduled work week is Monday through Friday, inclusive.

C. Qualified Employees:

Only permanent City employees of the Bargaining Unit may qualify to receive compensation for an official holiday without working on such holiday, and without charge against any accumulated leave.

D. Compensation:

Hourly paid employees who quality under the above shall be paid their regular straight-time rate of pay for their regularly scheduled hours of work for the day on which the holiday fell, or was observed.

Holidays as designated by this Contract shall not be charged to annual leave. Therefore, employees who are scheduled to work on an authorized holiday and are granted the day off will be charged for the holiday and not vacation time. This will occur even if the employee requested to use a vacation day on the authorized holiday.

E. Other Than Normal Work Week:

1) The following shall include members of the Bargaining Unit whose regularly scheduled work week includes Saturday or Sunday as a day of work and who are required to work on a holiday falling on Saturday or Sunday, and whose days-off are scheduled during the normal work week.

2) Bargaining Unit members, whose services are required on an official holiday for the conduct of an activity essential to the City or to the Police Department, shall, at the discretion of the Chief of Police, or his designee.

3) Be accorded a day off in accordance with the Police Department policy;

4) Receive pay for the hours worked on the holiday at their regular straight time rate of pay in addition to their regular straight-time pay for the scheduled work day on which the holiday fell;

5) Holidays earned may be used in accordance with the Police Department policy pertaining to holidays.

F. Exclusions from Holiday Pay:

The following listed categories of employees specifically do not qualify to receive compensation for an official holiday as listed herein:

1) Any employee who is absent, without the specific approval of the Chief of Police or his designee, for such absence, on either his scheduled working day immediately preceding or immediately following the day on which a holiday is observed;

2) Employees on workers compensation, or other disability compensation.

G. Responsibilities of Department Head:

Nothing set forth herein shall be construed as relieving the heads of the various departments of their responsibilities for the performance of required functions. They shall determine what persons can be spared to observe holidays. The Police Department reserves the right to schedule or not schedule members of the Bargaining Unit to work on City holidays based on the operational needs of the Police Department as determined by the Chief of Police or his designee(s).

ARTICLE #17
DISCIPLINE

Section 1.

The discipline and Internal Affairs complaints and inquiries for members of the Bargaining Unit shall be administered in accordance with Police Department policies and procedures and the City of Sarasota Rules and Regulations.

Section 2. Performance Evaluation

Previous performance evaluations of the member may be considered as a mitigating factor in disciplinary matters.

Section 3. Forgiveness Policy.

An instruction and cautioning document shall be forgiven and not considered for purposes of progressive discipline after one (1) year from the date it is issued if no further infractions of a similar type occur. A written reprimand shall be forgiven and not considered for purposes of progressive discipline after three (3) years from the date it is issued if no further infractions of a similar type occur.

ARTICLE #18

TERMS AND CONDITIONS OF DISTRICT POLICING PLAN

The terms and conditions set forth for the employees assigned to the District Policing Plan are attached as Appendix A.

ARTICLE #19
CLOTHING AND EQUIPMENT

Section 1.

The City of Sarasota shall provide laundry cleaning services at locations selected at the sole discretion of the City, and pay all cost of laundry expenses for members of the Bargaining Unit as currently authorized. The employees shall be responsible for damage of clothing and equipment as a result of carelessness, negligence, or deliberate act(s).

Section 2.

The City of Sarasota will increase the clothing allowance to $100/month, retroactive to October 4, 2006, for eligible members of the Bargaining Unit.

Section 3.

The City of Sarasota will reimburse the employees for loss or damage of personal equipment required in the performance of duties as authorized by the Chief of Police or his designee, up to a maximum of $100.00 dollars per on-the-job incident during assigned Police duties.

The loss or damage of medically required prescription corrective lenses, denture plates, or hearing aids will be reimbursed pursuant to the State of Florida's Workers' Compensation Fee Schedule. The employee shall be responsible for loss or damage as a result of carelessness, negligence, or deliberate act(s).

The payment to members of the Bargaining Unit is subject to the employee providing adequate proof of loss or damage to the Chief of Police, or his designee.

Section 4. Take-Home Vehicle Program.

The City of Sarasota's Take Home Vehicle Policy is contained in Appendix B. The City retains the right to terminate the take-home car plan for financial reasons if determined to be necessary by the City Commission.

ARTICLE #20
COMPREHENSIVE HEALTH CARE PROGRAM

1. Comprehensive Health Care Program shall be provided according to the City of Sarasota Rules and Regulations and/or the Medical Benefit Plan effective upon ratification of the Agreement.

2. Employee premiums are dependent on the level of coverage selected (single or various family coverages), and the plan chosen (Gold (OAPIN) or Teal (OAP)). The employees' medical premium rate structure effective January 1, 2010, is reflected in Appendix E.

3. The current practice of annual physicals for eligible members of the Bargaining Unit shall continue for the fiscal years of the Contract (October 1, 200t through September 30, 2006). The City of Sarasota shall contract for annual physicals, cardiac stress exams, and hearing tests for members of the Bargaining Unit upon mutual agreement of both parties of the medical facilities selected to perform annual physicals. Contract administration between the City of Sarasota and the medical facility selected shall be administered by the Risk Manager. The same procedures authorized for the first year shall be used for the duration of this Contract.

   In addition, members of the Bargaining Unit shall be granted four (4) hours of accrued time during their birth month. Time off taken from work for the annual physical shall be deducted from accrued time.

ARTICLE #21
RESIDENTIAL INCENTIVE PAY

Any Lieutenant who resides within the City of Sarasota City Limits shall receive Residential Incentive Pay in the amount of Thirty Dollars ($30.00), per week. Residential Incentive Pay shall be paid in addition to: the Base Rates of Pay, provided for in Article 7; Special Duty Pay, as outlined in Article 8, Section 2; and Shift Differential Pay as outlined in Article 9, Section 9.

ARTICLE #22
PROMOTIONAL PROCESS

Section 1. Eligibility

Sergeant Candidates: Five (5) years from date of state certification as an officer with the SPD. Officers may enter the promotional exam process after completing three (3) years of service. If successful, the individual will be placed on a certified list, but is not eligible to be promoted until completion of five (5) years of service.

Lieutenant Candidates: Three (3) years in the classification as a permanent Sergeant. Sergeants may enter the promotional exam process after three (3) years in rank. If successful, the individual will be placed on a certified list, but is not eligible to be promoted until completion of four (4) years in rank.

Eligibility is determined as of the date of the first element of the process, not the date of the announcement.

Section 2. Frequency

Normally, the promotional process shall occur every two (2) years, unless the promotional list is exhausted, in which case the City shall schedule a promotional examination within six (6) months after the exhaustion of the promotional list.

Announcement will be made two months prior to the first element of the process.

Entire process schedule will be posted at the time of the announcement.

STEP # 1
Includes the written test and the assessment exercise.

A. Written test
   Will pertain to G.O.'s, S.O.P.'s, constitutional law, procedural law, and those Florida state statutes and City ordinances regularly enforced by the Sarasota

Police Department; current Bargaining Agreement (including memoranda of understandings) between the City and the PBA, and computer training updates.

Questions will consist of multiple-choice answers.

Test will be constructed by an outside vendor.

Test author will administer and grade the exam.

Test author will conduct a review of the test with the candidates. Resource material may be brought to the review by the candidates.

Any challenges to any questions must be submitted in writing to the test author at the time of the review.

Responses to any challenges will be made by the test author within five business days of receipt of the challenge.

In order to proceed to the next phase of the assessment, the candidates must achieve a score of 70% or higher on the written test.

Any candidate not passing the written test will automatically be excluded from proceeding with the promotional process.

Possible total points for this exercise - 20 (20% of the promotional process).

B. Assessment Exercises

Consist of a minimum of three (3) scenarios from approved/accepted assessment center exercises.

Assessors will be from a municipal police agency or sheriff's office serving large metropolitan areas.

No assessors will be from Manatee, Desoto, Charlotte, or Sarasota County.

A minimum of two (2) assessors will be assigned to assess each exercise.

Each assessor will score the exercise independently.

After all scoring is complete, the assessors assigned to a particular exercise and candidate will confer and reach consensus.

Each assessor's score sheet and the consensus score sheet will be retained.

Professional standards will be utilized if videotaping occurs.

Possible total points for this exercise - 30 (30% of the promotional process).

C. Scoring

Step 1 scores will be compiled.

Possible total points for Step 1 - 50 (50% of the promotional process).

Sergeant Candidates with the 30 highest scores will proceed to Step 2.

Lieutenant candidates with the 15 highest scores will proceed to Step 2.

STEP #2

A. Oral examination

Oral Board will consist of 5 assessors, currently employed with a municipal police agency or sheriff's department serving large metropolitan counties.

Outside assessors will not be from Manatee, Desoto, Charlotte or Sarasota County.

Assessors for Sergeant candidates will be at least a Sergeant with their agency.

Assessors for Lieutenant candidates will be at least a Lieutenant with their agency.

Questions will be structured as to have all acceptable answers known to board members prior to the examination.

Scoring will be based on these acceptable answers.

Each assessor will score each candidate on every question on a scale to be determined by the vendor. Scoring will be announced at the time upon selection of the test vendor.

At the conclusion of the exam, the moderator of the process will request scores from each assessor.

It there is a wide discrepancy in the oral board scores, adjustments, either by smoothing or statistical analysis as determined by the vendor, must be made to enable the scores to fall within an acceptable range.

Individual assessors score sheets and the master score sheets will be retained.

Possible total points for this exercise - 30 (30% of the promotional process).

B. Oral Resume

An Oral Resume will be presented by each candidate to the assessors who sit on the Oral Board. This will be an oral presentation for the candidate to describe his history and details of work assignments, his education and how it is relevant to the job and his individual performance and accomplishments within the agency. There will be no written materials required or accepted for this process.

At the conclusion of the presentation, the moderator of the process will request scores from each assessor.

Individual assessors score sheets and the master score sheets will be retained.

Possible total points for this exercise - 15 (15% of the promotional process).

The City reserves the right to schedule the assessment exercises, including the oral board, on the same day, and before all scoring is completed. This means it may be possible for more than 30 Sergeant and 15 Lieutenant candidates to

appear before the oral board. If that occurs, the oral board will only be scored for the top 30 Sergeant candidates and the top 15 lieutenant candidates.

C. Scoring

Step 2 scores will be compiled

Possible total points for Step 2 – 45 (45% of the promotional process).

D. Seniority

0.2 points for every complete year of service with SPD as a sworn officer.

Possible total points for this exercise – 5 (5% of the promotional process).

Section 3. Final List

Step 1, Step 2 and the seniority points are added together.

Possible total points for Step 1and Step 2 - 100.

Civil Service certification ranking based on total number of points earned from the highest to the lowest.

A. Selection

Selection for promotion as per Civil Service rule.

The Chief may consider the three previous performance evaluation scores in making his choice of the top three candidates. The Chief will confer with any candidate that is passed over for promotion prior to announcement of any promotion.

B. Probationary Period

Promotional appointments shall be for a probationary period of twelve (12) months. At the conclusion of the initial six (6) months of the probationary period, the pay rate will be the same as that set forth for the grade. The probation period

is for the purpose of observation and on-the-job evaluation to assure employees meet the required job standards.

ARTICLE #23
SEVERABILITY

Section 1.

If any article or section of this Agreement should be found to be invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted state legislation or by judicial authority, all other articles and sections of this Agreement that are not affected shall remain in full force and effect for the duration of this Agreement.

Section 2.

After written notification to either party that there has been such invalidation, the parties will arrange to meet within thirty (30) calendar days to begin negotiations on a replacement(s) if deemed by either party to be required. Such negotiations shall not in any way extend beyond the specific frame of reference/issue of the invalidated article or section.

ARTICLE #24
ENTIRE AGREEMENT

Section 1.

The City and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to all subjects/matters not removed by law from the scope of collective bargaining. The subsequent understandings and agreements arrived at by the City and the PBA, after the exercise of such right and opportunity, are set forth in this Agreement.

Section 2.

The City and the PBA, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless otherwise provided for herein.

Section 3. Civil Service Rules and VEBA Account.

A. The City and the PBA agree to continue negotiations related to modification of the City's Civil Service Rules and Regulations.

B. The City and the PBA agree to continue negotiations related to the development and implementation of a VEBA-type plan during the term of this agreement with the goal being establishment of a plan that is funded through the use of City "H-time" or, as otherwise agreed.

ARTICLE #25
DRUG-FREE WORKPLACE

All bargaining unit employees shall comply with the City of Sarasota Police Department Drug-Free Workplace Program as set forth in Standard Operating Procedures, or as amended. A copy is attached as Appendix C.

ARTICLE #26
DURATION OF AGREEMENT

Section 1. Effective Dates.

Except as otherwise provided herein, this Agreement shall be effective retroactive to October 1, 2011 and shall continue in effect until September 30, 2014. This Agreement may be extended only in writing.

Section 2. Successor and Reopener Agreement.

This Agreement may not be reopened for negotiations by either party for the duration of the entire contract agreement (through September 30, 2014); except as provided in Article 24 or to initiate negotiations for a successor agreement.

Section 3. Assignment of Agreement.

This Agreement may not be assigned by either party.

Section 4. Union Affiliation Restriction.

In the event that the PBA becomes a subordinate of or affiliates with any state, national or international union or labor organization which does not foreswear, prohibit or enforce the prohibition of strikes against public employers, the City shall have the sole option to terminate this Agreement at any time during the duration thereof.

Section 5. Violation of No-Strike Provision.

In the event that the PBA or any of its members violates any provision of Article #5 of this Agreement, the City reserves the sole and exclusive option to terminate the entire Agreement.

Section 6. Exception to Retroactivity.

Any provisions for retroactive compensation shall not apply to any employee of the Bargaining Unit not employed by the City as a Lieutenant, at the time of final ratification of this Agreement.

Section 7. One Time Lump Sum Payment to Active Employees
Upon ratification of this Article 27 – Duration of Agreement, by both parties, actively employed sworn personnel will receive a one-time lump sum payment as follows:

- Sworn Employees with 12 or more years of service effective 10/1/14 will receive a one-time lump sum payment of $3,000 net.
- Sworn Employees with less than 12 years of service and will receive one-time lump sum payment in the amount of $2,000 net.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed on this 19th day of January, 2016

FOR THE CITY OF SARASOTA
In accordance with
447.309(1), Florida Statutes:

By _____
Thomas Barwin, City Manager

FOR THE SOUTHWEST FLORIDA
POLICE BENEVOLENT
ASSOCIATION, INC.

By _____
Michael McHale, President

_____
Willie Charles Shaw, Mayor

(In Accordance with the Provisions of the Charter of the City of Sarasota, Florida)

FOR FORM AND LEGAL CORRECTNESS

_____
Robert M. Fournier
City Attorney

(In Accordance with the provisions of the Charter of the City of Sarasota, Florida)

APPENDIX A
CITY OF SARASOTA AND POLICE BENEVOLENT ASSOCIATION
DISTRICT POLICING PLAN

11.5 Hour Shifts
Summary

Pre-Shift	15 minutes
Actual Hours	11.75 hours
14 Day Cycle	82.25 Hours Worked

11.5 HR. SHIFT ASSIGNMENTS

Only employees of SPD represented by the PBA and assigned to the Patrol Division will be authorized to work the 11.5-hour schedule. However, not all employees assigned to the Patrol Division will be permitted to work this schedule. The following is a summary of those employees that will be assigned this schedule:

11.5 HR. SHIFT ASSIGNMENTS

Assigned	Not Assigned
Night Duty Lieutenants (relief)	District Lieutenants
North District Officers	CSAs assigned to Front Desk
Central District Officers	Canine Officers
South District Officers	Crime Prevention Officers

Officers on restricted duty, because of an illness or injury, may be assigned to the front desk on the 8-hour schedule.

All other officers normally assigned to a district under the 11.5-hour schedule may also be assigned to the front desk. However, those officers will work their normal schedule of 11.5 hours if so assigned.

MINIMUM STAFFING

In order to insure officer safety and maintain appropriate service delivery levels, minimum mandatory staffing for patrol officers under the 11.5-hour shift district plan is:

DAY SHIFT	14 officers (15 on weekends to cover the front desk.) Two officers on day shift shall have tour start times between 0900-1100 hours for assignment to walking beats. (These times can be further modified, with prior supervisory approval, to address conditions on their beats. Minimum staffing shall be maintained.)
NIGHT SHIFT	14 officers (to include one for the front desk). Two officers on the night shift shall have tour start times between 1100-1300 hours for assignment to walking beats. (These times can be further modified, with prior supervisory approval, to address conditions on their beats. Minimum staffing shall be maintained.)

Walking beat assignments may be temporarily reassigned for operational reasons (for example City Hall assignments, Gillespie Park, Bay Front). It is the express intent of the parties that an officer shall be assigned to each zone and there shall be two officers assigned to Zones 2 and 3. The numbers set out above represent the minimum number of officers required to be present to staff the respective shifts. Call-back is authorized to maintain these numbers.

Management reserves the option to increase the staffing level for both/either shifts by two officers based upon the temporary/special operational needs of the Department with 24-hours notice. The Chief of Police or his designee shall articulate the temporary/special operational needs, in writing.

For purposes of granting officers time-off in light of minimum manning levels, the following leave time (excluding unscheduled leaves) will be granted in descending order of priority: annual vacation selection(s), grouped individual vacation days, individual vacation days, H-Time, approved training or schools, and days off missed (D.O.M.).

Other than annual vacation selection, leave requested in a timely manner will be granted in the aforementioned priority order until minimum staffing is reached.

When a D.O.M. leave request impacts minimum patrol staffing, supervisors shall assign a different D.O.M. leave day to the affected officer to ensure minimum staffings. If a D.O.M. cannot be scheduled within the work period, it shall be paid for at the appropriate overtime rate or paid in the form of compensatory leave.

Annual vacation selections shall be carried forward by an officer if he or she is reassigned.

The City and Association recognizes that a patrol shift may, during the year, not be fully manned. It is agreed that in order to fulfill annual and other leave requests, including training and schools, the City will accommodate a minimum of five (5) requests per day shift and a minimum of six (6) requests per night shift even if such accommodation requires the call-in of officer(s) in order to maintain minimum staffing levels.

PRE - SHIFT

Pre-shift will remain status quo. Incorporated within the 11.75 hour shift is 15 minutes of pre-shift time.

SHIFTS

North District	0545 hrs. - 1730 hrs. 1745 hrs. - 0530 hrs.
Central District	0615 hrs. - 1800 hrs. 1815 hrs. - 0600 hrs.
South District	0645 hrs. - 1830 hrs. 1845 hrs. - 0630 hrs.

SHIFT DIFFERENTIAL

Those personnel assigned to the 11.75-hour shifts shall receive a shift differential as follows:

$15 per week for Day Shift

$20 per week for Night Shift

VACATIONS

Over-all methodology:

Schedule	8 Hr.	10 Hr.	11.5 Hr.
2 Weeks of Vacation is equal to	10 Work Days	8 Work Days	8 Work Days
3 Weeks of Vacation is equal to	15 Work Days	12 Work Days	12 Work Days
4 Weeks of Vacation is equal to	20 Work Days	16 Work Days	16 Work Days

Years of Service	8 Hr. Schedule	10 Hr. Schedule	11.5 hr. Schedule
1 - 5 years	10 days = 80 hrs.	8 days = 80 hrs.	8 days = 92 hrs.
6 years	11 days = 88 hrs.	9 days = 90 hrs	9 days = 103.5 hrs.
7 years	12 days = 96 hrs.	10 days = 100 hrs	10 days = 115 hrs.
8 years	13 days = 104 hrs.	11 days = 110 hrs	11 days = 126.5 hrs.
9 years	14 days = 112 hrs.	12 days = 120 hrs	11 days = 126.5 hrs.
10 years	15 days = 120 hrs.	12 days = 120 hrs	12 days = 138 hrs.
11 / 12 years	16 days = 128 hrs.	13 days = 130 hrs	13 days = 149.5 hrs.
13 / 14 years	17 days = 136 hrs.	14 days = 140 hrs	14 days = 161 hrs.
15 / 16 years	18 days = 144 hrs.	15 days = 150 hrs	15 days = 172.5 hrs.
17 - 19 years	19 days = 152 hrs.	16 days = 160 hrs	15 days = 172.5 hrs.
20 years	20 days = 160 hrs.	16 days = 160 hrs	16 days = 184 hrs.

CONVERSION FOR LESS THAN 2 WEEKS

DAYS	8 Hr. Schedule	DAYS	10 Hr. Schedule	DAYS	11.5 Hr. Schedule
1	8 hrs.	1	10 hrs.	1	11.5 hrs.
2	16 hrs.	2	20 hrs.	2	23 hrs.
3	24 hrs.	3	30 hrs.	3	34.5 hrs.
4	32 hrs.	4	40 hrs.	3	34.5 hrs.
5	40 hrs.	5	50 hrs.	4	46 hrs.
6	48 hrs.	6	60 hrs.	5	57.5 hrs.

7	56 hrs.	7	70 hrs.	6	69 hrs.
8	64 hrs.	8	80 hrs.	7	80.5 hrs.
9	72 hrs.	9	90 hrs.	7	80.5 hrs.

EXPLANATION

An officer assigned to the 8-hour shift takes 5 days of vacation. The officer's work schedule is:

off	Saturday	Sunday	2 days off
work	Monday	Friday	5 vacation days
off	Saturday	Sunday	2 days off
			9 TOTAL DAYS FROM WORK

An officer assigned to the 11.5-hour shift takes 46 hours of vacation (4 days). Officer's work schedule is:

off	Monday	Tuesday	2 days off
work	Wednesday	Thursday	2 vacation days
off	Friday	Saturday Sunday	3 days off
work	Monday	Tuesday	2 vacation days
			11 TOTAL DAYS FROM WORK

An officer assigned to 8-hour shift takes 10 days of vacation. The officer's work schedule is:

off	Saturday	Sunday	2 days off
work	Monday	Friday	5 vacation days
off	Saturday	Sunday	2 days off
work	Monday	Friday	5 vacation days
off	Saturday	Sunday	2 days off
			16 TOTAL DAYS FROM WORK

An officer assigned to the 11.5-hour shift takes 92 hours of vacation (8 days). The officer's work schedule is:

off	Monday	Tuesday	2 days off
work	Wednesday	Thursday	2 vacation days
off	Friday	Saturday Sunday	3 days off
work	Monday	Tuesday	2 vacation days
off	Wednesday	Thursday	2 days off
work	Friday	Saturday Sunday	3 days vacation
off	Monday	Tuesday	2 days off
work	Wednesday		1 vacation day
			17 TOTAL DAYS FROM WORK

SICK TIME

9 sick days per year. if assigned to the 11.5-hour shift, the officer would be entitled to 103.5 hours.

EXPLANATION

In order to treat all officers alike regardless of assigned shift, sick time should be the same for all officers, 9 days. This is because most illnesses have a duration of at least 24-hours or 1 day, not 8 hours or 11.5 hours.

HOLIDAYS

Earned and used according to the officer's work schedule.

PAY

Biweekly, every other Friday.

Actual Hours Worked:

SQUAD A	SQUAD B
35.25 hours/week	47 hours/week
47 hours /week	35.25 hours/week
TOTAL 82.25 hours	TOTAL 82.25 hours

Officers will receive pay based on the average number of hours per week for a 14 day cycle: 41.125 hours

AEROBIC DAYS

Excellent Category	24 hours
Good Category	16 hours
Fair Category	8 hours

EXPLANATION

Aerobic Days were initially based on a person expending 20 minutes per day, 3 days per week on an aerobic activity. In 6 months, the total time expended would be approximately 24 hours. This amount of time was therefore the basis of awarding time off for those officers performing in the Excellent category for aerobic conditioning. Time awarded for Good and Fair were reduced from this maximum award of 24 hours.

BEREAVEMENT LEAVE

5 Days for authorized out-of-state funerals.

3 Days for authorized in-state funerals.

COURT TIME

Status quo as outlined in the current contract.

OFF-DUTY EMPLOYMENT

On the 11.5 hour schedule, off-duty employment will not be permitted within 8 hours prior to the commencement of your next scheduled shift

DISCIPLINARY ACTION

For purposes of disciplinary action, a "day" is defined as 8.25 hours.

EXPLANATION

An employee receiving a 1-day suspension will have his pay reduced by 8.25 hours. If the employee is assigned to the 11.5-hour schedule, the employee may elect to work the 3.5 hours or may utilize vacation or accrued time for the 3.5 hours.

SHIFT ROTATION

Whenever a shift rotation occurs, all officers shall be entitled to at least 8 hours of off-duty time prior to returning to work if the officer is changing from the shift previously assigned.

EXPLANATION

Officers going to or from one shift to another will be afforded a minimum of 8 hours of off-duty time prior to reporting back to work.

IN-SERVICE TRAINING / ADVANCED SCHOOLS

In-Service Training scheduled in 8-hour increments:

To provide for maximum availability on patrol shifts affected by minimum staffing requirements, officers regularly assigned to the 11.5 hour patrol chart, with rotating days

off, shall be scheduled for In-Service Training on their days off and receive compensation at time and one half.

If training occurs on the officer's assigned day of work, the officer will be reassigned for the scheduled training and receive full compensation as though the officer worked his assigned shift. In other words, the officer will be compensated as though he worked the 11.5-hour shift. All other officers shall be rescheduled to attend during regular weekdays. Any travel time will be in addition to the 8 hours of instruction for these officers.

If any training occurs on the officer's day(s) off, the officer will be compensated for the actual hours of the scheduled training.

If training is delivered in blocks of instructions of less than 8 hours, the officer will receive compensation for the actual hours of the scheduled training regardless of whether it is the officer's day off or assigned work day.

EXPLANATION

If an officer is assigned to attend a school comprising of 5 days of 8 hours of training each, on those days the officer was scheduled to work prior to this reassignment for training, the officer will receive compensation as though he worked their assigned shift. On those days of training which fall on the officer's scheduled days off, the officer will receive credit only for 8 hours, not the entire shift because the officer was not assigned a shift on this particular day.

LUNCH / DINNER BREAKS

Officers will be authorized two lunch/dinner breaks per shift of 30 minutes each in length. These two breaks are independent of each other and shall not be combined.

APPENDIX B

TAKE HOME VEHICLE POLICY

PURPOSE:

The Sarasota Police Department will provide Department officers with a marked, or unmarked, personally assigned vehicle to be used on duty and as transportation to and from work, subject to the following terms and conditions:

- Participants in the HOPP program are not eligible for this program.
- Participation by any employee is voluntary.
- Participants must have a valid Florida driver license and such license shall be free from major restrictions.
- Police vehicles may not be driven outside the area defined as Sarasota County more than 45 miles from the City of Sarasota, except for official business purposes. Officers who live outside that area may arrange to park their vehicles at a public building which is staffed 24-hours per day, such as a fire station, which is located within the area. The arrangement shall be confirmed in writing by the person at that location authorized to grant permission and the officer.
- General Orders 319 Code of Conduct and 406, Police Vehicle Operation, shall apply during all vehicle use, as well as during any other times said policies apply.
- Officers must have successfully completed their probationary period to be considered for a take home vehicle.
- An officer may be determined ineligible for participation in the program if their traffic accident record shows two or more preventable accidents in the last eighteen months, attributable to negligence and/or disregard for established policy and procedure on the part of the officer.
- Vehicles may be operated only by authorized police personnel, or vehicle maintenance personnel performing required services.
- During off-duty hours, vehicle use will be limited to travel to and from work, off-duty assignments, attending court or depositions, official city functions (award

ceremonies, funerals, etc.), and other functions specifically authorized by the Chief of Police.

- Vehicles may not be used for personal use, including but not limited to transporting family members or others, shopping, social functions or sporting events. The Sarasota Police Department shall issue a rule identifying minor deviations from travel which are permissible, such as short business stops, attendance at PBA meetings or school events.
- Time spent traveling to and from work is not work time unless the employee performs a police function during that time. When performing a police function, the employee must call the incident in when he starts, and out when finished. A written report must be filed on the next workday. The employee will be paid for time worked. No minimum time or pay is required.
- Officers on light duty status for 14 consecutive days or more, will not operate marked patrol vehicles during the period; however when possible the Department may make an unmarked vehicle available to the officer. Officers on light duty status for an extended period may have their vehicle reassigned from personal use until such time as they return to full duty status.
- Unattended vehicles off-duty must be locked at all times and parked where readily available in the event that an emergency arises. Equipment not affixed to the vehicle and firearms will be removed and stored in a safe place in the officer's residence or the trunk of the vehicle.
- Officers will not leave material relative to their assignment or other issued equipment in the vehicle while it is left for service or repair.
- Seat belts must be used by the employee and passenger at all times while the vehicle is being operated.
- Whenever an officer assigned a vehicle is absent for vacation or other purposes for no more than two consecutive weeks (14 consecutive days) or less and remains at home, the vehicle will not be temporarily reassigned, and may remain at the officer's residence. If an officer leaves town for one week (7 days) or more, but two consecutive weeks (14 consecutive days) or less, and has a garage in which to house the vehicle, the vehicle may remain at the officer's residence; however, if the officer does not have a garage for storage, then the vehicle must be returned to the

department. If an officer leaves town for more than two consecutive weeks (14 consecutive days), then the vehicle must be physically returned to the department, regardless of whether the officer has a garage for storage of the vehicle. In those instances where the vehicle is returned to the department, the vehicle may be temporarily assigned as needed to another officer. All policies and procedures which are applicable to those officers assigned a marked patrol vehicle on a continuing basis will also be in effect for any officer who is temporarily assigned a marked patrol vehicle.

- An officer on disciplinary suspension for any reason shall automatically lose his take home vehicle during the suspension. The officer will be required to turn in his vehicle to the appropriate supervisor for the duration of the suspension.
- Officers using a vehicle for transportation to a deposition or court are not entitled to retain any witness travel expense reimbursement, but may collect the witness appearance fee if they are off-duty.
- All officers assigned a vehicle must exercise good judgment and may not drive or use the vehicle so as to cause unfavorable comment or bring discredit to the department.
- While operating the vehicle off-duty, the radio must be kept on at all times.
- Off-duty officers operating a marked patrol vehicle shall intervene in emergency or criminal situations where public safety is endangered and no on-duty units are available or in close proximity. The officer shall preserve evidence and maintain continuity until relieved by an on-duty officer. Such time shall be paid as time worked.
- Off-duty officers operating a marked patrol vehicle shall stop at roadway accidents which require police attention, such as accidents or stranded motorists. Officers should be cognizant of the resulting negative public image of the department if officers fail to stop and assist citizens in need. Such time shall be paid as time worked.
- Officers in civilian attire shall not enforce minor traffic infractions or conduct traffic stops, unless the subject vehicle creates a danger to persons or property.
- Officers will be held responsible for the condition of their vehicle and equipment, including the cleanliness of the interior and exterior of the vehicle, including the trunk

and glove box. Cleaning and vehicle care must be performed during duty hours. Officers will also be responsible for the proper care of their vehicle and for ensuring that it is turned in for routine maintenance and required service as scheduled. Officers shall refrain from performing any maintenance/repair work. All such work must be conducted by authorized personnel only.

- An officer who is assigned a vehicle will refrain from:

  a. altering the body, general design, appearance or markings of the vehicle;
  b. using fuel, oil, lubricant, windshield washer fluid or other liquid additives other than that which is department authorized; and
  c. affixing any unauthorized stickers or decals to any portion of the vehicle.

- Any mechanical or electrical alterations or equipment or accessories added by authorized personnel must be approved by the Chief.
- Officers, on-duty, must periodically take their vehicles to the car wash.
- While a vehicle is in for extended repairs, the officer may be issued a replacement vehicle after checking with the fleet manager who will ascertain whether there are sufficient vehicles available.
- Tire pressure for all vehicles will be maintained at the maximum recommended by the tire manufacturer. Tire pressure will be checked periodically by the assigned operator.
- All fluid levels for marked patrol vehicles must be checked by the assigned operator during normal refueling procedures. Fluid levels will be filled only at authorized locations.
- While driving off-duty, officers need not be in uniform. However, they must be dressed in a manner that will enable them to respond. For example, flip-flops may not be worn. The employee's attire must not reflect negatively on the Department. The employee must have a Sarasota Police Department baseball cap in the vehicle to be worn during any response so the employee will be identifiable as a law enforcement officer. This is especially important when other law enforcement officers are or may be on the scene.

- The employee must carry his badge, identification card, weapon and handcuffs in the vehicle at all times. These items, plus the baseball cap, must be removed from the vehicle when the vehicle is parked.
- Officers shall exercise good judgment and due care in the operation of the Department vehicles. In normal non-emergency operations, members shall strictly adhere to traffic laws and drive defensively in a safe, courteous manner.
- Vehicles shall not be used for the purpose of escorting private citizens to medical facilities in their own vehicles. If a medical emergency is such that a person's life is in imminent danger and qualified medical personnel, such as Emergency Medical Services, are not available, members may transport the person in a Department vehicle after obtaining authorization from a supervisor. Members shall operate their vehicle in a prudent, safe manner when responding to a medical emergency.
- All officers assigned vehicles will be subject to emergency call-out on a 24-hour basis and during regularly scheduled days off and holidays.
- Officers shall not operate agency vehicles after consuming alcoholic beverages unless consumption is required in the performance of their official duties and then only with the specific consent of a supervisor.
- Officers shall not utilize the assigned vehicle for towing or carrying heavy or excessive loads, and will not have any objects tied to the roof, or protruding from the trunk or windows.
- Officers shall not utilize the assigned vehicle for off-duty employment except for agency approved off-duty details.
- Off-duty officers driving their vehicle must respond to emergency calls for assistance and in-progress felonies if on-duty units are unavailable and the employee is in close proximity to the call.
- Employee shall be subject to calls for assistance from citizens and from other Department units when operating assigned vehicles.
- When transmitting over the radio frequency or responding to any police action, an off-duty employee, if not assigned a call sign, will utilize the prefix identifier "Mike" followed by their identification number.

- If an off-duty employee is the initial respondent to a police situation, the employee will be required to assist in the investigation, including documentation if necessary, until dismissed by a supervisor or relieved by an on-duty employee.
- Officers may not transport alcoholic beverages when operating the vehicle and are not permitted to park the patrol vehicle at establishments where alcoholic beverages are consumed unless necessary during the course of official business.
- The vehicle may not be used for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.
- The vehicle operator will ensure that the spare tire, jack, and lug wrench are secured firmly in place. The oil and water will be checked at the end of each tour of duty and the gas tank filled.

APPENDIX C

CITY OF SARASOTA
DRUG-FREE WORKPLACE PROGRAM

I. PURPOSE

This City is committed to maintain a safe, healthy and productive work environment for all its employees; to provide professional services for its customers in a timely and efficient manner; to maintain the integrity and security of its equipment and workplace; and to perform all these functions in a fashion consistent with the interests and concerns of the community.

Pursuant to these corporate goals, the City is committed to establishing a Drug-Free Workplace Program to ensure that we will have a drug- and alcohol-free workplace. This program is intended to comply with the Drug-Free Workplace Program requirements set forth in Section 440.102, Florida Statutes, and the regulations promulgated by the State of Florida.

To enforce the City's drug- and alcohol-free policies and programs, candidates for employment and current employees can be required to submit to substance abuse testing under certain circumstances set forth herein.

II. SCOPE

This policy applies to candidates for employment and to City employees in all job classifications at all locations.

III. EFFECTIVE DATE

The effective date of the Drug-Free Workplace Program is October 1, 2001.

IV. POLICY

A. It is our policy that the possession, use, consumption, sale, purchase, distribution, dispensation or manufacture by any employee of alcohol or any illegal drugs or illegally obtained drugs, or hemp products (e.g., hemp seed oil) in the workplace, on City premises or within its facilities, in the conduct of City-related work off City premises, or when operating City vehicles on- or off-duty, is strictly prohibited except at City facilities or city-sponsored events where alcohol is served with the approval of the City and the employee is off-duty and not in uniform. The foregoing prohibitions apply at all times during the work day, including mealtimes and break periods.

B. Nor will the City permit any employee to report to work or to perform his duties, or to be on the City's premises or work site, for any reason, with the presence of illegal or illegally obtained drugs or alcohol or hemp products (e.g. hemp seed oil), in his body, or while impaired or under the influence of any illegal drug, hemp product or alcohol. The use of hemp products will not be considered a legitimate medical explanation for a positive drug test. For purposes of this policy, "impaired" or "under the influence" means testing positive pursuant to the cutoff levels applicable to this policy and testing program set forth herein.

C. The City also does not permit any employee to report to work or to perform his duties while taking prescription or non-prescription medication which adversely affect the person's ability to safely and effectively perform his job functions. Employees are required to notify supervision in such instances, but need not disclose the medication being used or the medical condition involved.

D. It is a condition of employment to abide by the terms of this policy.

E. Any employee who violates this policy is subject to disciplinary action up to and including discharge, depending on the individual circumstances involved.

V. TYPES OF TESTING

A. JOB APPLICANT TESTING

All applicants who have received an offer of a job contingent on successfully passing a drug test will be tested.

B. REASONABLE SUSPICION TESTING

An employee may be required to submit to testing when City management or supervision has reasonable suspicion based on objective evidence to believe that an employee is using or has used drugs or alcohol in violation of the City's policy. Such evidence may consist of, but is not limited to:

1) Observable phenomena while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.
2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3) A report of drug/alcohol use, provided by a reliable and credible source. An anonymous telephone call or report shall not be the sole basis for reasonable suspicion testing.
4) Evidence that an individual has tampered with a drug/alcohol test required by the City.
5) Post-Accident: Information that an employee has caused, contributed to, or been involved in an accident while at work. An employee, who is unable to submit to testing at the time of an accident due to the seriousness of his injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his body system.
6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs/alcohol while working or while on the employer's premises

or while operating the employer's vehicle, machinery, or equipment, not within the scope of his regular law enforcement duties.

Within 24-hours after testing based on reasonable suspicion, the supervisor who recommended the testing shall detail in writing on the City's "Reasonable Suspicion Testing Report Form" the circumstances which formed the basis of his belief that reasonable suspicion existed to warrant the testing. A copy of this report shall be provided to the employee being tested upon request and the original copy of the report shall be kept confidential as a medical record by the City and retained for at least twelve (12) months. Additionally, when requested, the supervisor shall verbally articulate to the officer being tested the basis for the reasonable suspicion testing immediately prior to the testing.

C. FOLLOW-UP TESTING

If in the course of employment an employee is required by the City to enter an Employee Assistance Program for drug/alcohol-related problems or a drug/alcohol rehabilitation program, the employee must submit to drug testing as a follow-up to such program, at least once a year, without advance notice, for two years thereafter. Additional types of testing, such as random testing, may be required, as deemed necessary by the City as a part of the follow-up testing. Other terms and conditions of continued employment may also be imposed.

D. RANDOM TESTING

The City reserves the right to require employees to submit to unannounced drug/alcohol testing when selected pursuant to a random selection process. Prior to utilization of random selection testing, the City shall prepare a written policy and process which shall strictly be followed in order to ensure the random nature of the selection.

VI. CONDITIONS OF TESTING

A. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, and drug test results, received by the City in conjunction with this Drug Testing Program are considered confidential communications and such information will not be disclosed or released except as authorized pursuant to state law or regulations or written consent by the person tested.

B. PROGRAM INFORMATION ACKNOWLEDGMENT

A program information acknowledgment form acknowledging that the officer has received a copy of, and understands, the terms of the program will be signed by the officer and maintained by the City.

C. REFUSAL TO SUBMIT TO TESTING

Job applicants and employees are expected to cooperate fully in providing specimens and explanations which may be subsequently required by this Policy. Failure to provide specimens, attempts to contaminate or adulterate specimens or otherwise interfere with City procedures will be grounds for disciplinary action up to and including discharge or disqualification for further employment consideration. In the case of a "negative/dilute" test result, the donor will be required to immediately provide another specimen. A second negative/dilute result for an employee will subject the employee to immediate termination. An employee who is injured in the course and scope of his employment and who refuses to submit to a drug test, or who tests positive, in addition to the above, may forfeit his eligibility for Florida Workers' Compensation medical and indemnity benefits. Any City group health/medical insurance in effect does not cover injuries sustained in the course and scope of employment.

VII. TESTING PROCEDURES

A. LICENSED/CERTIFIED LABORATORY

All drug testing will be conducted by a City-designated laboratory which is licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer and storage.

B. DRUGS TO BE TESTED

When testing is conducted in conjunction with this program, the City may test for any or all of the following drugs: amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, ethyl alcohol, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.

C. REPORTING MEDICATION WHICH MAY ALTER OR AFFECT A DRUG TEST RESULT

1) Each applicant/employee shall be provided a form which will enable them to report, both before and after being tested, the use of prescription or non-prescription medication which may alter or affect the outcome of a drug test as well as any other information relevant to the drug test result. The reverse side of the above-referenced form shall contain a list of the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. The information provided by the employee or job applicant should be kept confidential by the employee or applicant and shall be reviewed only by a Medical Review Officer (MRO), who shall be a licensed physician, interpreting any confirmed positive results.

2) Job applicants and employees have the right to consult with a Medical Review Officer (MRO) for technical information regarding prescription and non-prescription medication to determine whether the medication has affected

a drug or alcohol test result.

D. COST OF TESTING

The City will pay the costs of initial and confirmation drug testing which it requires of job applicants and employees. Applicants and employees shall pay the cost of any additional drug testing not required by the City.

E. COLLECTION SITE AND LABORATORY ANALYSIS PROCEDURES

Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the specimen to the laboratory, as well as all laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results, shall be in accordance with §112.0455, F.S., and its attendant rules as established by the State of Florida, Agency for Health Care Administration, Rule 59A-24, F.A.C. These procedures are intended to ensure that specimens are properly collected, identified and tested.

VIII. RELEASE AND REVIEW OF TEST RESULTS

A. MEDICAL REVIEW OFFICER (MRO)

The City will engage a certified Medical Review Officer (MRO) who is a licensed physician, who will be responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MRO will contact all positively tested individuals to inquire about possible prescriptive or over-the-counter medications or other factors which could have caused a positive test result, and to provide technical assistance for the purpose of interpreting the result.

B. REPORTING RESULTS

1) The testing laboratory will report all drug test results to the MRO within seven (7) working days after receipt of the specimen by the laboratory, and must provide the MRO quantification of the test results upon request. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.

2) The MRO will notify the applicant/employee of a confirmed positive test result within three (3) days of receipt of the test result from the laboratory and will inquire whether prescriptive or over-the-counter medications or other factors could have caused the positive test result. The MRO may use a language interpreter to assist in communicating the drug test results with employees and job applicants.

3) If the MRO is unable to contact a positively tested donor within three (3) days of receipt of the test results from the laboratory, the MRO will contact the City and request that the City direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) days from the request to the City, the MRO will verify the test result as positive. If the donor refuses to talk with the MRO regarding a positive test result, the MRO will validate the result as positive and annotate such refusal in the remarks section of the report.

4) The donor will have five (5) days from the date of notification to discuss the positive test result with the MRO and to submit information/documentation of use of prescription or over-the-counter medication or other factors relevant to the positive test result.

5) The MRO will notify the City in writing of the verified test result, either negative, positive or unsatisfactory, no more than seven (7) working days after the specimen was received by the lab. If the MRO determines that there

is a legitimate medical explanation for the positive test result, the MRO will report a negative test result to the City. However, should the MRO feel that the legal use of a medication would endanger the donor or others, or if the donor is in a safety sensitive or special risk position at the City, then the MRO will report the test negative due to a validated prescription, but will request that the individual be placed in a position which would not threaten the safety of the donor or others.

C. EMPLOYER NOTICE TO DONOR OF TEST RESULTS

Within five (5) working days after receipt of a confirmed positive test result from the MRO, the City will inform the donor in writing of such positive test results, the consequences of the results, and the options available to the donor, including the right to file an administrative or legal challenge. Upon request, a copy of the test results shall be provided to the donor.

IX. CHALLENGES TO TEST RESULTS

A. INTRA-CITY CHALLENGE

1) The donor has five (5) working days after receiving notice from the City of a confirmed positive test result, to submit information to the City explaining or contesting the test result(s).
2) If the donor's explanation or challenge of a positive test result is deemed unsatisfactory by the City, the City shall within fifteen (15) days of receipt of the donor's explanation or challenge, provide the donor with a written explanation as to why his explanation is deemed unsatisfactory, along with the report of positive result(s). All such documentation shall be retained by the City as a medical record for at least one (1) year.

B. ADMINISTRATIVE OR LEGAL CHALLENGE

The applicant/employee may undertake an administrative challenge of the test result by filing a claim for benefits with a Judge of Compensation Claims pursuant to Ch. 440, F.S., or if no workplace injury has occurred, the donor may challenge the test result in a Court of competent jurisdiction or through arbitration as provided for in a collective bargaining agreement. When a donor undertakes a challenge to the results of a test, it shall be his responsibility to notify the employer and testing laboratory of the challenge, and the testing sample shall be retained by the laboratory until the case is settled.

C. INDEPENDENT TESTING

In the event of a positive test result, the donor, during the 180-day period after written notification of a positive test result, may request independent testing at his own expense of a portion of the tested specimen for verification of the test result. The laboratory utilized for the independent testing must also be licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The result(s) of the independent testing may be used in any administrative or legal challenge.

X. CONSEQUENCES OF POSITIVE TEST RESULTS/DISCIPLI NARY ACTION

A. JOB APPLICANTS

If the results of a preemployment drug test are confirmed positive, the job applicant will be disqualified from further employment consideration.

B. EMPLOYEES

1) Any employee whose test results are confirmed positive will be subject to disciplinary action up to and including termination.

2) The City reserves the right to assign an employee to administrative leave with pay pending the release of the results of a drug test or the outcome of an investigation related to a violation of the City's drug/alcohol-free workplace policy.

3) If an employee is injured in the course and scope of his employment and test results are confirmed positive, the employee, in addition to the above, may forfeit his eligibility for all medical and indemnity benefits under the Florida Workers' Compensation Act. Any City group health/medical insurance in effect does not cover injuries sustained in the course or scope of employment.

XI. DRUG/ALCOHOL-FREE WORKPLACE AWARENESS/EDUCATION PROGRAM

A. OBJECTIVE

This Awareness/Education Program is designed to help achieve the City's goal of maintaining a drug/alcohol-free workplace.

B. ELEMENTS

1) Ongoing communications to City employees and supervisory personnel that include educational and informational materials advising about the dangers of drug and alcohol use and/or abuse.

2) Display and distribution to City employees of community service hot-line telephone numbers for employee assistance concerning drug and alcohol use and/or abuse.

3) Specific training of City's management and supervisory personnel who are responsible for determining when an individual is subject to testing based on "reasonable suspicion." Such training will encompass the specific, contemporaneous physical, behavioral, and performance indications of

probable drug use.

4) Education for all City employees to assist them in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. The course will include a presentation on the legal, social, physical and emotional consequences of misuse of alcohol or drugs.

5) Maintaining a current resource file of EAP providers, including alcohol and drug abuse programs, mental health providers, and various other entities designed to assist employees with personal or behavioral problems.

6) Advise employees of any EAP programs that the City may have available, and provide a representative sampling of local drug/alcohol rehabilitation programs and employee assistance programs.

7) Provide notice of drug testing on vacancy announcements for upcoming jobs.

8) Post notice of City's drug/alcohol-testing policy.

9) Make copies of drug/alcohol testing policy available for inspection by employees and job applicants.

XII. REHABILITATION

The City supports sound treatment efforts. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug/alcohol use and/or abuse. It is the City's desire that individuals will be allowed to address and resolve any drug- and alcohol-related problems on a confidential basis.

Should an employee realize that he has developed a dependence on drugs, alcohol or any controlled substance, he is advised to seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation on a voluntary and

confidential basis (without disciplinary penalty) prior to any management action, to address and resolve any drug- and alcohol-related problems. However, if the employee works in a safety-sensitive position, it is incumbent upon the employee to inform his immediate supervisor of his entry into a rehabilitation program for drug and/or alcohol problem(s). The City reserves the right to require an employee to use an EAP or drug rehabilitation program selected by the City. In such cases, the City will pay the cost of the program. In all other cases, the cost will be paid by the employee, unless it is covered by insurance.

XIII. SEARCHES

A. SEARCH POLICY

In order to effectively implement the City's Drug-Free Workplace Program, the City retains the right to conduct searches and inspections whenever there is objective evidence, which shall be detailed in writing within 24-hours of the search or inspection, that an employee may be in possession of alcohol on City property or within its facilities, or may otherwise be in violation of City policy except for City facilities or city-sponsored events where alcohol is served with the approval of the City and the employee is off-duty and not in uniform. The City shall not conduct routine or random searches or inspections. Additionally, when requested, the supervisor shall verbally articulate to the officer being tested the basis for the search or inspection immediately prior to the search.

B. GUIDELINES

When searches or inspections are necessary, they will be conducted according to the following guidelines:

1) The search or inspection will occur in the presence of at least one witness of the City's choice and may include the employee's locker, vehicle, desk or any

City or personal property carried by or under control of the employee.

2) A list of contents of the area or items searched will be made and witnessed to protect the rights of the employee to that property.

3) If the search uncovers material which is believed to be unauthorized drugs, alcohol or other prohibited items, the City representative may confiscate the material. The employee will be given a receipt for any material taken. Authorized or lawful possessions of the employee will be returned.

4) Entry onto the City premises (including the parking lot) constitutes consent to a search and inspection. In addition, the execution of a "Program Acknowledgment Form" will be required of each employee prior to a search or inspection. Refusal will result in the employee's termination from the City's employment.

5) If a search or inspection reveals the presence of unauthorized alcohol or illegal drugs, the employee will be subject to immediate drug and alcohol testing, and disciplinary action, up to and including termination of employment.

XIV. CONCLUSION

It is in the best interests of the City to maintain a workplace which is free from the presence of alcohol and drugs and free from the impairments associated with alcohol and drug use and/or abuse. Our concerns with respect to employee safety and health, product quality, and integrity and security of our equipment and workplace require that we take an active approach to maintain a safe, healthful, drug- and alcohol-free work environment for all employees. In furtherance of these corporate goals, the City has established this Drug-Free Workplace Program, which is intended to comply with the Drug-Free Workplace Program requirements under §440.102, F.S. and regulations promulgated by the State of Florida.

The policies and procedures set forth in the City's Drug-Free Workplace Program constitute statements of policy only, and are not to be interpreted as a contract of employment between the City and any of its employees. The City reserves the right to change, modify, or delete any of the Program's provisions and policies at any time. The policies contained in this Drug-Free Workplace Program supersede all prior City policies on substance abuse.

Appendix D, Schedule 3
Lieutenant Wage Schedule
10/1/2011 – 09/30/2014

End of Year	Annual Rate
Start	
1	
2	
3	
4	
5	
6	
7	
8	
9	85,781
10	87,607
11	89,473
12	91,380
13	91,380
14	91,380
15	91,380
16	91,380
17	91,380
18	91,380
19	91,380
20	92,466
21	92,466
22	92,466
23	92,466
24	92,466
25+	92,466

Service date is date of hire as police officer.

Lieutenants will move through steps based on service date.

Appendix E

PBA Medical Rates

10/1/2011 – 09/30/2014

	10/1/2011 – 09/30/2014	
Open Access Plus – In Network (Gold Plan)	**Bi-Weekly**	**Annual**
Employee Only	$24.00	$624.00
Employee + 1 Dep.	$137.68	$3,579.68
Employee + Family	$166.22	$4,321.72
Open Access Plus (Teal Plan)		
Employee Only	$24.00	$624.00
Employee + 1 Dep.	$165.66	$4,307.16
Employee + Family	$193.54	$5,032.04

Appendix F
C.I.D. Program
Voluntary Ten Hour Tours

The CID programs shall continue in effect for the Criminal Investigations Division. The program will permit C.I.D. sworn members to volunteer for a schedule of ten (10) hour tours working four consecutive days weekly.

- Sworn members on ten (10) hour tours will select three (3) consecutive days off, in seniority order, to include Saturday and Sunday and any other day as long as no more than 50% of the unit workforce is off on any one day; however, an employee may at his or her preference, request alternative days off.
- Seniority determined by current continuous service in C.I.D.
- A sergeant will be scheduled for duty on Mondays and Fridays, except when on authorized leave
- Sergeants shall not take leaves simultaneously
- Sworn staffing scheduling will be equally balanced by ranks Mondays and Fridays
- Sworn members will commence tours no earlier than 0700 hours
- Narcotics Unit sworn members will start tours no earlier than 0900 hours
- During the term of this program, two (2) C.I.D. detectives shall be scheduled for duty until 2400 hours, Monday through Friday, with a minimum manning standard of one (1) C.I.D. detective
- Detectives scheduled will respond to all C.I.D. investigative call outs
- An agreeable scheduling process shall be established to determine staffing for tours scheduled to end at 2400 hours
- Contingencies with no financial impact will be established within C.I.D. for planned (e.g. training) and unplanned (e.g. sick, injured, personal emergency) absences for tours ending at 2400 hours
- Annual vacations or other leaves shall not be selected during work days or work periods with tours ending at 2400 hours
- When a City recognized holiday coincides with a regular work day, sworn members may request the option of performing duty on the City recognized holiday if justification is presented to, and approved by, their supervisor
- If authorized to perform duty on a City recognized holiday, sworn C.I.D. employees shall be compensated in accordance with the Collective Bargaining Agreement, Article #17, Section 2E.

This program will be in effect until October 27, 2007 and may be extended and/or amended upon agreement by management and program volunteers.

Appendix G

Sarasota Police Department GENERAL ORDER		
Title: SPECIALIZED UNITS		
Number: 601.00	Established: March 30, 2001 Last Revised: July 16, 2010 Last Reviewed: July 16, 2010	Distribution: **All Employees**
Annex: A. Specialized Unit Requirements		

601.10 PURPOSE:

601.11 To establish a procedure that outlines the Department's specialty units and governs the selection of personnel for openings within those units.

601.20 POLICY:

601.21 The Sarasota Police Department recognizes the need for specialized police functions to address certain situations that may fall outside the scope/range of patrol personnel. The Department will have established specialized units to address these situations.

601.22 The Department shall select candidates for specialized units based on the skills, knowledge and abilities required for the assignment.

601.30 DEFINITIONS:

601.31 SPECIALTY UNIT: Any unit, or position, within the Sarasota Police Department assigned to perform a specialized police function as differentiated from routine zone patrol and designated as a specialty unit/position by the Chief of Police. These are full time positions.

601.32 SPECIAL RESPONSE UNITS/TEAMS: Units that perform a specialized police function and fall under the direct supervision of the Special Response and Technical Commander. These are part time positions that are activated when their services are needed.

601.33 COLLATERAL ASSIGNMENTS: Units and/or personnel that perform a specialized police function. These are part time positions that are activated and/or utilized when their services are needed.

601.34 TOTAL LAW ENFORCEMENT EXPERIENCE: Experience for which the member had received a certified course of law enforcement training and actually performed regular law enforcement duties with arrest authority.

601.40 SPECIALIZED UNITS:

601.41 SPECIALTY UNITS:

601.41.1 The following are designated as Specialty Units:

A. Canine Unit – G.O. 604.00.
B. Traffic/Marine Unit – G.O. 603.00.
C. Internal Affairs.
D. Street Crimes Unit (SCU).
E. CID Detectives (Narcotics, Intelligence/Gang, Persons, Property, Juvenile, Nuisance).
F. Crime Prevention Officer.
G. Transient Coordinator.
H. District Commanders.
I. FBI Violent Crimes Task Force (VCTF).
J. Special Response & Technical Commander.

601.41.2 Personnel assigned to a Specialty Unit will be compensated according to the current collective bargaining agreement.

601.42 SPECIAL RESPONSE UNITS/TEAMS:

601.42.1 The following are designated as Special Response Units/Teams:

A. Special Weapons and Tactics (SWAT) – G.O. 606.00.
B. Crisis Negotiations Unit (CNU) – G.O. 608.00.
C. Explosive Materials Unit (EMU) – G.O. 609.00.
D. Underwater Search and Recovery Unit (Dive Team) – G.O. 605.00.

601.42.2 Personnel assigned to a Special Response Unit/Team will be compensated according to the current collective bargaining agreement.

601.43 COLLATERAL ASSIGNMENTS:

601.43.1 The following are designated as Collateral Assignments:

A. Sexual Offense Liaison.
B. Interpreters.
C. Honor Guard – G.O. 602.00.

601.43.2 Personnel assigned to a Collateral Assignment will be compensated according to the current collective bargaining agreement.

601.44 FIELD TRAINING OFFICERS (FTO's):

601.44.1 Per the current PBA bargaining unit contract, FTO's are not considered to be a Specialty Unit but will receive a specialty pay of $35.00 per week.

601.50 STANDARDS FOR APPLYING TO SPECIALIZED UNITS:

601.51 Officers applying for a position on a Specialized Unit must have a minimum tenure as a sworn Police Officer of two years from date of successful completion of the Field Training and Evaluation Program.

601.51.1 Supervisors requesting consideration for a position on a Specialized Unit must have completed their probation.

601.52 Officers who are permanent members of a Specialized Unit and are applying for a permanent position in another Specialized Unit will be required to have served a minimum of 24 consecutive months in their current assignment prior to the date of posting of the Specialized Unit vacancy for which they wish to apply. A member who is in a specialized unit and not otherwise eligible to apply, may submit an application for another unit if the member's current unit is being considered for elimination or down-sizing. Such member's selection will not be considered unless the department eliminates the applying member's existing unit or position within the unit.

601.53 Officers assigned to the Uniform Services Division applying to permanent positions in Specialized Units will be required to have served at least 12 consecutive months in the Uniform Services Division (regular zone patrol) prior to the posting of a vacancy in a Specialized Unit prior to making application for the Specialized Unit position.

601.54 Other relevant job related standards may be established and applied to individual Specialized Units with the approval of the Chief of Police. (Annex A.)

601.55 When applicant officers are interviewed for a position on a Specialized Unit, the following areas will be considered by the interview panel;

A. Schools, seminars and conferences attended by applicant.

B. Recommendations from their immediate supervisors and Division Commander.

C. Previous law enforcement experience.

601.56 Exceptions to the standards for applying to a Specialized Unit must be approved by the Chief of Police.

601.57 The Chief of Police may add, modify, or delete the standards for applying to a Specialized Unit.

601.58 Personnel are prohibited from serving on more than one Special Response Unit. Any member who is currently assigned to a Special Response Unit who wishes to join another, must resign from their current unit prior to applying for the new team.

601.58.1 This section only applies to Special Response Units. It does not, in any way, prevent an officer who is a member of a Specialty Unit from serving on a Special Response Team or Collateral Specialty Assignment, or any combination thereof.

601.60 PROCEDURE FOR ANNOUNCEMENT OF POSITION OPENINGS:

601.61 When a position opening occurs in a Specialized Unit, the affected Division Commander will prepare a memorandum that announces the following information:

A. The number of positions to be filled.

B. The qualifications and standards required for the Specialized Unit.

C. The closing date for personnel to submit their requests.

601.62 The memorandum will be directed from the Chief of Police and submitted through the Office of the Chief of Police for distribution approval.

601.63 Once approval is received from the Office of the Chief of Police, the Division Commander will make appropriate distribution of the memorandum announcement assuring that all interested personnel have an opportunity to read such announcement.

601.64 Ample time shall be allowed for full distribution of the announcement, and for the return of requests from personnel interested in Specialized Unit assignment.

601.70 PROCEDURE FOR SUBMISSION OF REQUESTS FOR CONSIDERATION:

601.71 Officers interested in being considered for Specialized Unit assignment shall direct a written request to their Division Commander through their chain of command.

601.71.1 Supervisors interested in being considered for Specialized Unit assignment shall direct a written memo of interest/request to the Chief of Police within 14 calendar days of the announcement, through the chain of command.

601.72 Written requests may be made by use of the Chain of Command Form or by general letter format on an Inter-Office Memorandum.

601.73 The supervisor of an applicant shall forward all written requests through the chain of command by use of a Chain of Command Form, and will include their recommendations.

601.73.1 The supervisor of the applicant that has supervised him/her for 180 days or more or the greatest period of time within a year of the opening will be asked by the applicant to provide a recommendation concerning his or her application to the specialty unit.

601.73.2 If the applicant's current immediate supervisor has not supervised the applicant for 180 days or more or the greatest period of time within a year of the opening, the applicant's current immediate supervisor will have the option of providing additional recommendations.

601.73.3 The supervisor's recommendations will be in the memorandum format and will individually address each of the areas listed below, in the listed format:

A. Attendance.
B. Quality of work to include, an assessment of the applicant's report writing ability.
C. Volume and scope of work product.
D. General attitude.
E. Discipline issues within the past 24 months.
F. The applicant's overall suitability for the position.

601.73.4 Sustained discipline within 24 months will be reviewed, in accordance with current agreement between the City of Sarasota and the Southwest Florida Police Benevolent Association (PBA).

601.74 Only those requests receiving the approval of the applicant's Division Commander will be eligible for consideration for assignment to a Specialized Unit.

601.80 PRE-INTERVIEW PROCEDURE:

601.81 Eligible officers' requests for consideration will be submitted via chain of command to their Division Commander and then forwarded via chain of command to the affected Division Commander who will prepare an interview schedule.

601.81.1 Eligible supervisors' requests for consideration will be submitted to their Division Commander via chain of command and then forwarded to the Office of the Chief of Police for consideration.

601.82 The interview schedule will be announced by memorandum issued from the affected Division Commander through the Office of the Chief of Police and will indicate the following information:

601.82.1 The name of the person to be interviewed.

601.82.2 The date, time, and location of each interview.

601.82.3 The names and ranks of personnel assigned to the interview panel.

601.83 The interview panel will consist of five members:

601.83.1 The affected Division Commander, or designee;

601.83.2 The immediate supervisor of the affected unit, or designee;

601.83.3 One officer currently assigned to the affected unit;

601.83.4 One officer selected by the Office of the Chief of Police; and

601.83.5 One supervisor selected by the Office of the Chief of Police.

601.84 The highest ranking and most senior member of the interview panel will be the designated chairperson and will be responsible for preparation of all reports and notifications required of the interview panel.

601.85 Individuals being interviewed will do so on their own time and at their own expense if the interview time falls during the individual's off-duty time.

601.86 CAREER PACKET:

601.86.1 A packet listing any schools, seminars, and conferences attended by the applicant, and any previous law enforcement experience, will be brought by the

applicant to the oral interview, when required. (See Annex A for the specialized positions that require a career packet.)

601.90 PROCEDURE FOR SELECTION:

601.91 Each interviewer will score each candidate individually, and only after all candidates have been interviewed, will the scores of each interviewer be totaled to rank the candidates.

601.91.1 In the event of a tie between two or more candidates, ranking will be determined based upon seniority, with the most senior candidate prevailing.

601.92 The Chairperson will submit a report to the Chief of Police ranking the candidates in numerical order.

601.92.1 The report will also reflect those individuals who did not attend their interview. An explanation, if known, for their absence will be included.

601.93 The Chairperson will notify each person interviewed by memorandum of their numerical position on the interview-ranking list.

601.93.1 An employee may request an appointment with the Chairperson of the interview panel after the interviews to see in what areas they need to improve.

601.93.2 The candidate may request a review of the interview with the Division Commander responsible for the position to be filled in the event that the candidate requests further discussion regarding the results of the interview panel.

601.93.3 The candidate may request an appointment with the Chief of Police, if the candidate feels the need still exists for further discussion following a review by the Division Commander. The Chief's decision on the matter will be final.

601.94 The Chief of Police will review the reports and findings of the interview panel, and certify the list of qualified personnel.

601.95 Selection of members for Specialized Units will be made by the Chief of Police from the certified list, by the highest score, applying for the unit consistent with current civil service promotion rules for sworn officers. Where there is more than one vacancy, the eligibility list will be prepared consistent with current civil service promotional rule on filing promotional vacancies and the selection shall be made from the list.

601.96 Once certified by the Chief of Police, the list of qualified personnel will remain in effect for six months.

601.100 SPECIALIZED DEPARTMENT TRAINING:

601. 101 Training shall be provided for specialized positions and assignments, which require instruction beyond basic law enforcement knowledge and skills. It is the responsibility of each Division and Unit supervisor to:

A. Identify those positions for which specialized training is required.

B. Identify the precise training program necessary to meet the specialized need. Specialized training programs should address the following considerations to be effective.

C. The development and/or enhancement of the skills, knowledge and abilities, which are necessary to the area of specialization.

D. Any administrative, management, personnel policies, support services or supervisory requirements of the assignment.

E. Performance standards required by the assignment.

F. Specific policies, procedures, rule or regulations related to the assignment.

G. Procedures for the supervised on-the-job training.

601.102 Specialized positions may require training prior to assuming the duties, or soon after assignment. The amount of training shall depend on the position. Positions and assignments requiring specialized training include, but are not limited to, the following:

A. Special Response Units:

1. Special Weapons and Tactics Team.

2. Underwater Search and Recovery Unit.

3. Crisis Negotiations Unit.

4. Explosive Materials Unit.

B. Canine Unit.

C. Traffic Unit.

D. Investigative Personnel.

E. Field Training Officers and Coordinator.

F. Vice and Narcotics Section.

G. Bicycle Officers.

H. Internal Affairs.

I. Marine Patrol.

J. Crime Prevention Officer.

601.103 Specialized training should be initiated as soon as scheduling permits for the employee assigned to the specialized position. Specialized training will be

developed and administered by the supervisors of the specialized assignment/unit, and/or through outside resources if deemed necessary.

601.103.1 Copies of all in-house, monthly training concerning SWAT, CNU, EMU and the Dive Team, will be forwarded by the team's leader to the Special Response and Technical Commander who shall be responsible for maintaining special response unit training files.

601.104 All other in-house, specialty unit training documentation will be kept by the team's leader. Copies may be sent to the Training Unit if deemed necessary.

601.105 The Training Unit shall maintain documentation of all specialized training that takes place outside of the Department or through any outside/alternate training vendors.

THIS GENERAL ORDER REPLACES S.O.P. 501.00 DATED 12-30-08.

Approved and issued by order of

MIKEL HOLLAWAY
CHIEF OF POLICE

- Practical exercise.

CANINE OFFICERS:
- Meet guidelines of G.O. 601.00.
- Oral interview.
- Favorable recommendation by chain-of- command.
- Practical exercises.
- Candidate must have a residence that can accept a kennel in the yard to house the dog.

MARINE PATROL:
- Meet guidelines of G.O. 601.00.
- Oral interview.
- Favorable recommendation by chain-of-command.
- Practical exercises using police boat.
- Dive certification within six months of selection.

SPECIAL WEAPONS AND TACTICS TEAM (S.W.A.T.):
- Meet guidelines of G.O. 606.00 and G.O. 601.00.
- Oral interview.
- Physical fitness test.
- Psychological examination.
- Range/Firearm knowledge and work.

TRAFFIC UNIT (TRAFFIC HOMICIDE INVESTIGATOR):
- Meet guidelines of G.O. 601.00.
- Oral interview.
- Favorable recommendation by chain-of-command.
- Review of officers' history regarding writing citations and crash reports.
- Radar certification.

TRAINING UNIT OFFICER POSITION:
- Meet guidelines of G.O. 601.00.
- Oral interview.
- Favorable recommendation by chain-of-command.
- Career packet.
- Minimum of 4 years total law enforcement experience.
  (3 of those 4 years must be with SPD).

UNDERWATER SEARCH AND RECOVERY UNIT:
- Meet guidelines of G.O. 605.00 and G.O. 601.00.
- Oral interview.
- Diving certificate.
- Open water practical.

STREET CRIMES UNIT (SCU):
- Meet guidelines of G.O. 601.00.
- Oral interview.
- Favorable recommendation by chain-of-command.

FBI VIOLENT CRIMES TACK FORCE (VCTF):
- Selected from an established member of the Street Crimes Unit.

TRANSIENT COORDINATOR:
- Meet guidelines of G.O. 601.00.
- Oral interview.
- Favorable recommendation by chain-of-command.

SEXUAL OFFENSE LIAISON:
- Meet guidelines of G.O. 601.00.
- Favorable recommendation by chain-of-command.
- Selected by Criminal Investigations Division Commander.

SPECIAL RESPONSE & TECHNICAL COMMANDER*:
- Meet guidelines of G.O. 601.00.
- Appointment by Chief of Police.

DISTRICT COMMANDERS*:
- Meet guidelines of G.O. 601.00.
- Appointment by Chief of Police.

INTERNAL AFFAIRS*:
- Meet guidelines of G.O. 601.00.
- Appointment by Chief of Police.

LANGUAGE INTERPRETER:
- Meet guidelines of G.O. 601.00.
- Pass City procured exam demonstrating proficiency in foreign language.

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* Denotes a position open to rank of Sergeant and/or Lieutenant.

Appendix H

Annex
G.O. 624.00

Kennel Time

Definition: Kennel Time is a period time that members of the K-9 Unit are allotted to spend specifically caring for the K-9 and K-9 equipment whether they are on or off-duty.

When a K-9 officer is on scheduled duty, they are allotted a one-hour period of regular duty time designated as kennel time. This can involve caring for the K-9's needs during the first or last hour of a normally scheduled tour of duty.

During regularly scheduled days off, K-9 officers are allotted a maximum of one hour (at overtime rate exclusive of the provisions of Article 9, Section 5) per day kennel time, with a minimum of 3 hours per week, unless there are extraordinary circumstances documented and authorized by the K-9 supervisor or designee. The documented circumstances shall be forwarded, via Chain of Command, to the division commander.

During vacation or other compensatory days off, the K-9 officer will be compensated with one-hour kennel time and the balance of the day will be vacation/compensatory time deductible from the officer's time bank. (Time sheet example: 9 vacation hours, 1 hour worked)

K-9 officers will be compensated with Kennel Time only on the days where the K-9 is in the officer's direct possession or at their residence. Kennel Time will not be compensable when the K-9 is being boarded at City expense and the officer has not exercised control over the K-9 that date.

Kennel Time is not accruable beyond a pay period.

When a K-9 is boarded at City expense and the officer has not exercised control over the K-9 on that date, regular days off or vacation/compensatory time deducted will reflect the full hours the officer would have regularly worked including normally allotted Kennel Time. (e.g.: If an officer works 10 hour tours, time deducted will be 10 hours.)

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