

AGREEMENT BETWEEN

CITY OF PENSACOLA

AND

**FLORIDA STATE LODGE FRATERNAL ORDER OF
POLICE, INC.**

**Police Sergeants
Beginning October 1, 2018
Through and Including
September 30, 2021**



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**ARTICLE 1
PREAMBLE TO AGREEMENT**

1.1 This Agreement is made and entered into between the City of Pensacola, Florida, hereafter referred to as the “Employer,” and the Florida State Fraternal Order of Police, Inc., hereafter referred to as the, “F.O.P.,” the “Union.”

**ARTICLE 2
PURPOSE AND INTENT**

2.1 The purpose of this Agreement is to secure an efficient and professional relationship between the parties hereto, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic and full agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment. It is mutually understood and declared to be the public policy of the Employer and the F.O.P. to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the F.O.P. also agree to promote and abide by the department’s Core Values and Mission Statement.

**ARTICLE 3
RECOGNITION**

3.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the F.O.P. as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions for employment of the public employees as defined by PERC in Certification 1440.

3.2 It is further understood and agreed that a Staff Representative of the Florida State Fraternal Order of Police, Inc will be the official spokesman of the F.O.P. in any matter between the F.O.P. and the Employer..

**ARTICLE 4
DEFINTIONS**

4.1 “Day” shall mean a calendar day unless otherwise specified in this Agreement.

4.2 References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.

4.3 PERC – Public Employee Relations Commission.

- 4.4 “Tobacco products” includes the use of e-cigarettes (vaping).
- 4.5 Grievance - a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.
- 4.6 “Unfounded” - Found event to not have occurred.
- 4.7 “Exonerated” – Found event to have occurred but was legally authorized by Statute or policy.
- 4.8 “Sustained” – Found event to have occurred.
- 4.9 “Not Sustained” – Unable to determine if event occurred.
- 4.10 “Informal discipline” – includes written or verbal reprimands, memoranda or similar action.
- 4.11 “Formal discipline” - includes demotions, dismissals, suspensions or similar actions.

ARTICLE 5 RESIDENCE

- 5.1 All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida. Exceptions to this article may be granted by the Mayor or designee, or by the Police Chief.

ARTICLE 6 SECURITY AND CHECK-OFF

- 6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee’s pay the amount owed to the F.O.P. by such employee for dues. There will be twenty-six (26) deductions per year. The Employer will remit such sums to the F.O.P. no later than the tenth (10th) day of the month following such deductions. The F.O.P. will certify any changes in the membership dues rate to the Employer in writing over the signature of the authorized officer or officers of the F.O.P. at least thirty (30) days in advance of the effective date of such change. The Employer’s remittance will be deemed correct if the F.O.P. does not notify the Employer in writing within two (2) weeks of its receipt.

- 6.2 The F.O.P. agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the F.O.P. from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the time that dues are to be deducted from which to make such deduction. The F.O.P. shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney's fees that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 6.3 The Employer shall not be required to collect F.O.P. dues in arrears. Any change in dues made by the F.O.P. will be made effective after a thirty (30) day written notice by the F.O.P. to the Employer and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.
- 6.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee's earnings after withholdings for that payroll period are less than the amount of dues to be checked off.

ARTICLE 7 NO STRIKE CLAUSE

- 7.1 The F.O.P. and its officers, representatives and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work, intentional interruption of Employer operations, or similar activities during the terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage of work, intentional interruptions of Employer operations or similar activities was violated by the employee to be discharged or otherwise disciplined

ARTICLE 8 WORK RULES

8.1 Notice and Scheduling of In-Service Training

It shall be the policy of the Police Chief whenever possible to give at least ten (10) working days' notice to employees scheduled for in-service training. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

8.2 **Transfers**

It shall be the sole right of the Police Chief to transfer employees between any subsections of the organization. Employees shall be notified at least twenty-one (21) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment. Employees may voluntarily waive the twenty-one (21) day notice by submitting a letter to the Chief of Police.

8.3 **Administrative Leave without Loss of Pay**

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Police Chief as approved by the Mayor or designee.

8.4 **Re-issuance of Conflicting Written Directives**

On or before sixty days (60) days after the ratification date of this Agreement, both parties will make a reasonable effort to review existing policies and procedures in order to identify those that are in conflict with the terms and provisions of this Agreement. Those policies that are identified to be in conflict will be made to conform with terms and provisions of this Agreement.

8.5 **Civilian Riders**

Sergeants may object to certain civilian riders by written notice to their immediate supervisor. When possible the request will be honored. This request will not become part of the employee's personnel file. Riders will be limited to a four (4) hour duration, which can be waived by the individual officer. Sergeants are only required to have one (1) rider in a thirty (30) day period, which can be waived by the individual officer.

In the event that police sergeant is invited to represent the city or participating in a PPD funeral procession, the city will make arrangements to transport a sergeant's immediate family members at the city's expense.

ARTICLE 9 MANAGEMENT RIGHTS

9.1 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 Employer prior to this Agreement are retained by the Employer, and may be exercised without prior notice to or consultation with the Union.

9.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the Employer 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:

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 in its constituent divisions, bureaus and units.
 - C. To perform those duties and exercise those responsibilities which are assigned to the Employer by federal and state law, or by City ordinance.
 - D. To determine and adopt the policies and procedures, standards, rules and regulations as they are deemed by the Employer to be necessary for the operation and/or improvement of the Pensacola Police department, and to manage and direct management, administrative, supervisory and other personnel. The Employer will act in accordance with the agreement on these matters.
 - E. To alter or vary past practices and otherwise to take such measures as the Employer may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.
 - F. To set the 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 practical and feasible by the Employer in its sole discretion.
 - G. To determine and re-determine job content, work load and work force size.
 - H. To decide the number, location, design, and maintenance of the police department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the Employer.
 - I. To determine the qualifications of all employees of the police department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the police department consistent with the existing provisions of law, Personnel_Administration Policy and terms of this agreement.
 - J. To discharge, demote, fine, or suspend any employee of the police department, or to relieve such employees from duty, and to take other disciplinary action against such employees, for just cause.
 - K. To establish, implement and maintain an effective internal security practice.
- 9.3 If, in the discretion of the Mayor or designee or his designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, with the exception of pay scales and benefits.
- 9.4 The Union recognizes that the Employer and the police department have certain obligations to comply with federal, state and local laws, ordinances. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 9.5 The Employer 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, as well as the Charter of the City of Pensacola.

9.6 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Mayor or his designee, as provided by law.

**ARTICLE 10
RESERVED**

**ARTICLE 11
BILL OF RIGHTS**

- 11.1 Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason, which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:
- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer of agency.
 - (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.
 - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.
 - (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - (f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

- (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
 - (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
 - (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement.
 - (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.
- 11.2 The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Professional Standards section of the disposition of the complaint or allegation upon the conclusion of the investigation. For active employees, the investigation shall be concluded and the officer shall be notified in writing with the finding of sustained, not sustained, exonerated, or unfounded.
- 11.3 The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- 11.4 The parties acknowledge that there is very little established law interpreting the statutory provisions recited in Section 11.1, above. If an arbitrator is called upon to resolve an appeal from a grievance by interpreting a provision of Section 11.1 where there is no judicial or statutory guidance, if the arbitrator determines that the employer's interpretation is a reasonable one, that interpretation shall be applied.
- 11.5 Article 11 shall include F.S. 112. sec. 532-534 as amended from time to time by the Florida Legislature.

**ARTICLE 12
DISCIPLINE & DISCHARGE**

- 12.1 All discipline taken against any bargaining unit employee shall be for just cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the Personnel Administration Policy, Pensacola Police Department Rules and Regulations, and Pensacola Police Department General Orders as they exist at the time of the action is taken.
- 12.2 Police Sergeants shall have the rights provided by Florida Statutes.
- 12.3 Police Sergeants shall have the option of utilizing the current Grievance Procedure established by this contract. Questions concerning contract interpretation and discipline will be submitted to arbitration.
- 12.4 No suspension with loss of pay shall be implemented until any requested arbitration hearing has been held and an opinion rendered.

**ARTICLE 13
EMERGENCY SUSPENSION**

- 13.1 Any person holding the rank of sergeant or above shall have the authority to impose emergency suspension with pay until the next business day against a member when it appears that such action is in the best interest of the department.

**ARTICLE 14
GRIEVANCE PROCEDURE**

14.1 **General**

The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the Employer and employee or group of employees involving the interpretation or application of this Agreement. An employee covered by this Agreement shall have the right to be represented by the F.O.P., or may waive such right, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

14.2 **Definition**

A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.

- 14.3 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the Employer and the F.O.P. (or the employee if appropriate) that is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.

- 14.4 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.
- 14.5 Any grievance that is filed by or on behalf of a bargaining unit member shall be filed on the approved Grievance Form (see attachment C).
- 14.6 **Step 1.** Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to their Lieutenant/Shift Commander. This Lieutenant/Shift Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The immediate supervisor shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 1 meeting.
- 14.7 **Step 2.** If the grievance is not settled at the first step, the grievant may present the grievance through his/her chain of command to the Captain/Division Commander. The grievance must be presented within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Captain/Division Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Captain/Division Commander shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 2 meeting.
- 14.8 **Step 3.** If the grievance is not settled at the second step, the grievant may present the grievance to the Police Chief. The grievance must be presented to the Police Chief within five (5) days of receipt of the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Police Chief shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Police Chief shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 3 meeting.
- 14.9 **Arbitration**
- A. If the grievance is not settled in accordance with this Article, the F.O.P. (on behalf of the grievant) may request arbitration, by providing a written request to the City of Pensacola Chief Human Resources Officer or his/her designee not later than thirty (30) days after receipt of the Step 3 response or, if a timely Step 3 response is not received, within thirty (30) days from the day the Step 3 response was due. The request shall set forth the specific

provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by City of Pensacola Chief Human Resources Officer or his/her designee within the thirty (30) day limit, the Employer's Step 3 response shall be final and binding upon the grievant and the F.O.P.

- B. The parties to this Agreement will request that an impartial neutral panel of seven (7) arbitrators that reside in the State of Florida from the Federal Mediation and Conciliation Service be assigned to hear the matter. The parties may mutually agree to select an arbitrator without utilizing FMCS. However, if they can't mutually agree on an arbitrator within a reasonable amount of time then the parties will utilize FMCS. This Grievance procedure and the arbitration shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of the Agreement.

(1) Arbitrability: Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree that the non-prevailing party at the arbitrability hearing shall be solely liable for the arbitrator's fees not to exceed \$1,000.00 and if said arbitrator's fee exceeds \$1,000.00 then that excess amount shall be equally split between the parties and attorney's fees of the prevailing party up to \$500.00. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. All testimony given at the arbitration hearing shall be under oath.
- E. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- F. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.

- G. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- H. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- I. Any event that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.
- J. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- K. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- L. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, and the Charter of the City of Pensacola shall not be usurped in any manner unless specifically amended or modified by this Agreement.
- M. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.
- N. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.

ARTICLE 15

FILES

- 15.1 All files maintained by the City of Pensacola concerning any law enforcement personnel covered by this collective bargaining agreement will, upon written request to the Chief of Police, be purged in accordance with state law.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary proceeding.

Upon the completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s). If, however, said officer(s) cannot be notified within twenty-four (24) hours, the

requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

- 15.2 The Employer will comply with applicable court orders and Florida Statutes, regarding the release of home address, telephone number, social security number, or photograph of active enforcement personnel.

It shall be the right of any officer, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Chief Human Resources Officer and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

ARTICLE 16 TOBACCO USAGE

- 16.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 16.2 After September 9, 2003, the City will hire as police officers only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.
- 16.3 All bargaining unit employees who were hired before September 9, 2003, shall not smoke or use tobacco products on duty while in direct contact with the public, when in uniform in public view, in city vehicles, or in any area designated as a "tobacco free" area.
- 16.4 Employees covered by this agreement are discouraged from tobacco usage and the City agrees to make reasonably available courses to help stop the use of tobacco for those employees wishing to quit

ARTICLE 17 SAFETY AND HEALTH

- 17.1 The Employer agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the F.O.P. will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer and the F.O.P. Such protective devices, apparel, and equipment, when provided by the Employer, shall be encouraged to be used.
- 17.3 Employees involved in specialized activities within the department requiring the use of specialized equipment (i.e. self-contained breathing apparatus) may be required to undergo an applicable periodic physical examination to determine fitness to wear the required equipment.

**ARTICLE 18
FITNESS FOR DUTY**

- 18.1 All members of the department shall maintain good physical condition so they can handle the strenuous physical contacts often required of a law enforcement officer.

**ARTICLE 19
COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND
PROCEDURES**

The City and the FOP agree to follow the provisions of the Florida Drug Free Workplace Act, Florida Statutes 112.0455, as outlined in Appendix B.

**ARTICLE 20
EMPLOYEE BENEFITS**

20.1 **Death Benefits**

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

20.2 **Training and Education**

a. **Training and Travel Policy**

All requests for training/travel should be submitted on the Request/Report of Training and Travel Funds Form (PF-210PC) (“Training and Travel Form”).

Requests for training and travel must be **pre-approved** by the Department Director/Administrator or designee on the Training and Travel Form. Training and travel requests for Department Directors/Administrators must be **pre-approved** by the City Administrator or designee on the Training and Travel Form. In addition, employees, who are not regular, full-time employees of the City, must obtain Training and Travel pre-approval from the Chief Human Resources Officer or designee. Reimbursement by the City may be denied absent advanced approval.

The Training and Travel Form must include all expenses and list all RPs billed or paid separately and have all required signatures. If funds are being requested in advance, the Training and Travel Form should be submitted to the Financial Services Department for check processing at least fifteen (15) days prior to travel.

Reconciliation of the Training and Travel Form is due within ten (10) working days after return. The reconciled Training and Travel Form must be signed by the employee and submitted to the Department Director/Administrator for approval and signature. The reconciled Training and Travel form for Department Directors/Administrators must be approved and signed by the City Administrator or designee. The City’s Chief Financial Officer (CFO) will review and determine if the reconciliation should be approved for reimbursement. The final determination of the amount paid for training and travel shall be made by the CFO or designee.

Expenses are calculated as follows:

Hotel/Motel: Single, at cost (double at single rate is acceptable). Receipt required. City does not pay Florida State Sales Tax on lodging within the state.

M&IE: General Services Administration (GSA) per diem rates for the travel destination city shall be used. GSA per diem rates are for meals and incidental expenses (M&IE) when total travel and training time exceeds 12 hours. No M&IE per diem is allowable for total travel and training time that is 12 hours or less. M&IE per diem rates for travel destination cities are available on the GSA website at www.gsa.gov/perdiem. The Breakdown of M&IE per diem rates for the first and last day of travel shall be utilized. Incidental expenses incorporated in the M&IE per diem include but are not limited to all tips given to parking attendants, porters, baggage carriers and hotel staff.

Transportation: *Airfare:* reimbursed at cost for coach fare only; receipt required.
City vehicle: reimbursement for fuel at cost for travel within the State of Florida only; receipts required.
Private vehicle: reimbursement at mileage rate set by City, not to exceed cost of airfare and ground transportation. Form PF210PC reflects mileage rate.
Cabs, buses, taxis, parking; reimbursed at cost; receipt required.

Tuition/Registration: Reimbursed at cost; receipt required.

Baggage: When an airline charges a fee for baggage, reimbursement will be made at cost for one bag only; if the first bag is free, no reimbursement will be made. If your personal bag exceeds the restrictions and you are charged extra, the City will not reimburse.

Fly vs Drive: If flying is less expensive than driving and the employee chooses to drive, the mileage reimbursement may be limited to the airfare and ground transportation calculation. As a tip - when comparing flying to driving, the flight cost should be based on departure in and out of the Pensacola International Airport given your flight parameters with at least two weeks' advanced ticketing.

An accounting of monies is required within 10 working days after return. Itemized receipts must accompany report of funds spent. In the event that the 10 working day settlement cannot be met, the employee will be precluded from receiving advances and/or reimbursements for subsequent travel until settlement of the previous trip.

The final determination of the amount paid for training and travel shall be made by the CFO or designee.

(1) b. Educational Reimbursement Plan

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the department director for approval prior to class registration. The department director will determine if funds have been budgeted and are currently available in the department's budget. The City will budget \$30,000 toward the educational reimbursement annual total for members of the all three FOP collective bargaining units (Officer, Sgt, and Lt). If 75% of the funds are allocated during a fiscal year, the Pensacola Police Department Budget Planning Specialist will notify the FOP Lodge 71 President. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Chief Human Resources Officer. Once this determination has been made, then the approved request form (PF 202) will be submitted by the department director to the Human Resources Division, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the department director to be forwarded to the Chief Human Resources Officer for final review and payment.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better. If a collective bargaining unit member receives payment from another source, the City will only reimburse the amount of tuition not otherwise covered.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State

College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing “in state” rate of the University of West Florida or Pensacola State College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

(1) **Required Courses**

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a “C” grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

(2) **Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntarily takes a course which is directly related to their job, and who attains a “C” grade or better in the approved course. Department Directors will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Officer_for reimbursement purposes.

(3) **Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a “C” grade or better even though that course is not job related.

(4) **High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

(5) **Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

20.3 **Reimbursement for Use of Personal Vehicle**

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed as prescribed by Section 20.2.

20.4 **Comprehensive Medical Coverage**

The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

20.5 The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

20.6 The employees represented by this contract will be allotted a member on the Health Insurance Quality Circle committee. This member will be selected by the **F.O.P.** Representative.

**ARTICLE 21
TRAINING ATTENDANCE**

21.1 **Policy**

It is the policy of the Pensacola Police Department that its employees be properly trained. Training should be a continuous process throughout the career of individual employees, and should develop specialized skills and knowledge within the framework of a police generalist. Training attendance shall be within the framework of department procedures.

21.2 Procedure

A. Mandatory Training

1. This is training an officer/employee is directed by the department to attend, i.e., intoxilyzer, crime scene procedures, etc.
2. It is the responsibility of an immediate supervisor to:
 - a. Reschedule days off so as not to conflict with attendance whenever possible
 - b. When rescheduling is not possible, compensatory time shall be given and forwarded through proper channels.
3. All employees who attend mandatory training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

B. Out-of-Town Specialized Training

1. An officer/employee may submit their name for consideration to attend a particular specialized "out-of-town training," which is not designated for salary incentive.
2. If the training is approved, it is the responsibility of the officer/employee's immediate supervisor to:
 - a. Carry the attending employee on the payroll as "Special" and name the type of training.
 - b. Carry the attending employee on the payroll as "Day off" when their regular off days fall during the time of absence.
 - c. Whenever possible, reschedule off-duty days to compensate for applicable travel time.
3. It is the responsibility of an attending employee to:
 - a. Furnish a training course application that has been sent through the chain of command and a copy of the training announcement to Training at least 30 days prior to request training.
 - b. Furnish Training with required receipts (hotel, gas, tuition, airfare, etc.), within five days of completing the requested training.
4. Reimbursements for training and travel are based on the policy guidelines set forth in the City of Pensacola Human Resources Manual, Section E-4, Training and Education Policy.
5. All employees who attend specialized training and fail to

successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

C. Voluntary Training

1. Voluntary training is any training an officer/employee may attend at any training institution on their off-duty time.
2. No compensatory time or overtime will be authorized while the officer/employee attends voluntary training.
3. Employees who wish to attend approved job-related training on their own time will clear enrollment and paperwork through the department's Training section.
4. Employees who wish to further their education to the highest level possible may do so while off-duty and receive reimbursement under the City of Pensacola's Education Plan.
5. All employees who attend voluntary training and fail to successfully complete that training complete that training without sufficient justification in the opinion of the Chief or his designee, shall reimburse the department for all tuition expenses incurred by the department on their behalf.

D. If the interpretation of the above provisions are perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

**ARTICLE 22
UNIFORMS & EQUIPMENT**

22.1 The Employer shall furnish uniform(s) to all sworn personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Pensacola Police Department. Uniforms shall include all necessary equipment for the officer's performance of duty as a police sergeant including weapons, leather goods, foul weather gear, boots, cold weather gear and safety equipment, except socks and under garments.

22.2 (a) The Employer will pay for the repair or replacement of property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 22.2 (b) through (e).

(b) Any Employer-issued uniforms or equipment and any employee-owned personal property (as defined in Section 22.2 (c)), damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the Employer at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be

supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief.

- (c) Employee-owned personal property is defined as that personal property necessary for the performance of official duties, prescription eye glasses, contact lenses, watches, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (e) In no event will the Employer pay more than one hundred dollars (\$100) for a watch or a cell phone, fifty (\$50) for any pair of sunglasses, and three hundred dollars (\$300) to repair or replace all other property listed in Section 22.2 (c).

22.3 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the Employer. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Police Chief.

22.4 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

22.5 Employees in the Vice & Narcotics, and Tactical Unit who are required by the Employer to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of one hundred and fifty dollars (\$150) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

ARTICLE 23 MISCELLANEOUS PROVISIONS

23.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arises from their official duties, the Employer hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.

ARTICLE 24
SECONDARY EMPLOYMENT

- 24.1 Off-duty employment of a security nature conducted according to the procedures set forth below is authorized by the Pensacola Police Department because it confers a substantial benefit upon citizens by allowing an expanded law enforcement presence at minimal expense to the City.

However, officers engaged in off-duty security employment should remain constantly aware that they are law enforcement officers utilizing equipment provided by the City of Pensacola while engaging in such activities, and they are perceived by the public as on-duty officers. Therefore, all officers are directed to conduct their behavior while working off-duty in exactly the same manner and following all applicable policies and procedures as though they were working on their scheduled tour of duty. The fact that compensation is provided by an entity other than the City of Pensacola does not diminish an officer's responsibilities and can never be allowed to present a conflict of interest between the entity providing compensation and the paramount responsibility as a police sergeant.

Under no circumstance will any officer working off-duty disregard any law enforcement responsibility or violate any policy or procedure of the Pensacola Police Department at the request or at the direction of an off-duty employee. Independent judgment as a law enforcement officer must prevail in every situation.

A police sergeant is authorized by Florida Law (F.S.S. 790.052) during off-duty hours – at discretion of their superior officer – to perform law enforcement functions normally performed during work hours. Pensacola Police officers are authorized by the Police Chief to carry firearms off-duty and to perform law enforcement functions for off-duty employment normally performed during duty hours.

Members engaging in permanent business or employment shall submit a request for permission to do so to the Police Chief.

24.2 **Procedure**

I. Police Related Employment

a. **Temporary (city property)**

- i. Shall be coordinated through the designee of the Police Chief.
- ii. Responsibilities of the designee of the Police Chief are to:
 1. Provide names of volunteers for each event based upon the order of request to participate.
 2. Provide for wages and working conditions consistent with the law enforcement function.
 3. Provide for notification of the Communication Center when officers report for their tour of duty.

b. **Temporary (non-city property)**

- iii. May be coordinated by the individual member involved.
- iv. Responsibilities of the coordinator are to:
 1. Provide for wages and working conditions consistent with the law enforcement function.

2. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

c. **Permanent**

v. This employment spans more than three calendar days within a six (6) month period.

vi. It may be coordinated by the individual member involved.

vii. Responsibilities of the coordinator are to:

1. Provide for wages and working conditions consistent with the law enforcement function.

2. Complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Personnel Administration Board prior to initial date of employment.

3. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

II. **Non-Police Related Employment**

a. This shall confirm to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.

i. Temporary work spans three days or less within a six (6) month period.

ii. Shall be coordinated by the individual member involved.

iii. Not required to notify the Communication Center.

b. Permanent work spans more than three calendar days within a six (6) month period.

i. Shall be coordinated by the individual member involved.

ii. Individual member shall complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Personnel Administration Board prior to initial date of employment.

III. **Administration**

a. **Coordination of effort**

i. All requests for police related off-duty employment, where two or more officers will be involved, shall have prior approval from the designee of the Police Chief.

ii. The coordinator of such events shall review the request with the designee of the Chief of Police prior to the outside employer.

b. **Forms**

i. The City of Pensacola Outside Employment Form – PF-405 shall be submitted prior to the date of employment through the proper chain of command to the designee of the Chief of Police.

- ii. The City of Pensacola Termination of Outside Employment Form – PF-406 shall be submitted within two weeks of final termination of employment through the proper chain of command to the designee of the Police Chief.
- c. **Communications Center**
 - i. The Communications Center shall immediately notify the shift commander of personnel working off-duty in a police related position. This information shall include:
 - 1. Radio number.
 - 2. Permanent ID number.
 - 3. Location of employment.
 - 4. Hours of employment.
 - 5. Vehicle number.
 - ii. The Communication Center shall keep a permanent record of all off-duty information provided to them and shall print a list of such information every night at midnight to be forwarded to the designee of the Police Chief.
- d. **Supervisor notification**
 - i. An on-duty patrol shift supervisor shall be notified immediately of any incident requiring official police action.
 - ii. Any police action required of an officer working in an off-duty position shall change the status of the position to that of an on-duty position.
 - iii. Any officer involved in circumstances that change the status of a position to on-duty shall complete proper forms for overtime compensation.
- e. **Length of tour of off-duty employment**
 - i. No officer shall accept off-duty employment for a period of time that would reduce their alertness and/or effectiveness as a law enforcement officer to a point where they present a danger to themselves or others.
 - ii. It shall be the responsibility of the immediate supervisor (i.e., sergeant for police officers, lieutenant for sergeants) to determine if their subordinates are fit for duty.
 - iii. When this issue is raised, the officer making the determination shall take into consideration the total on-duty and off-duty hours that have been worked within the last sixteen (16) hours.
 - iv. The shift command supervisor shall be vested with authority to immediately terminate any duty the officer may be assigned at the time such determination is made.
 - v. If the violation occurs while an officer is working off-duty, the shift command supervisor shall attempt to make arrangements for a replacement officer to finish the tour of duty in question.
 - vi. The shift command supervisor shall file a Report to the Chief through the chain of command for review and final determination of what disciplinary actions may be taken toward the officer.

f. Inappropriate requests

- i. Any officer receiving an attempted request for action by an off-duty employer which the officers feels is inappropriate, (i.e., off-duty employer asks the officer to do something that should not be done as a police officer) shall submit a letter to the Police Chief.
- ii. That letter shall detail the circumstances, location and name of the off-duty employer.

**ARTICLE 25
LIFE INSURANCE**

- 25.1 The Employer will provide a basic life insurance of \$10,000 for employees covered by this agreement.

Additional life insurance is optional for employees covered by this agreement and their dependents.

- 25.2 The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any “out-of-pocket” amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.
- 25.3 The Union will be notified of any change in the insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

**ARTICLE 26
INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS**

- 26.1 **Compensation for Job – Incurred Injury or Illness**

a. **General**

The State of Florida has a Worker’s Compensation stature to which the City of Pensacola adheres. The purpose of this coverage is to provide some degree of payment to those employees who become temporarily or permanently disabled due to illness or injury incurred on the job. The following rules will serve to delegate responsibility for proper handling of all such cases, claims, and relevant forms.

In compliance with the Federal Americans with Disabilities Act, the Family Medical Leave Act, and other applicable federal and state laws, each employee injured in a job-related accident will be assured of their job when released to return to duty. If the employee is unable to return to their normal job, every reasonable effort will be made to ensure that the employee will be placed in another position within the City structure commensurate with their physical limitations.

Upon injury or illness and filing of the First Notice of Injury or Illness report where lost time from work or medical expenses are incurred, a letter will be sent to the injured employee notifying the employee that in the event they are unable to resume their usual duties due to physical limitations from the injury or illness, every reasonable effort will be made to ensure that they will be placed in another position within the City structure commensurate with their physical limitations.

b. **Report of Injury and Examination**

Each incident involving bodily injury sustained on the job by a City employee shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. The employee shall be referred to the City Clinic where a preliminary examination will be made and the Injury or Illness Report (PF-351) is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Division. In cases of severe injury or extreme emergencies the injured employee should be taken to the nearest hospital emergency room and the supervisor should notify the City Clinic.

If in the opinion of the nurse or physician the injury requires more advanced or specialized treatment, the employee will be referred to the physician chosen by the City. The attending physician upon examination shall then determine, in conjunction with the City Physician:

- (1) the need for further examination or treatment,
- (2) the extent to which the employee may work,
- (3) the need for loss of time from work for treatment, rest, hospital care, or a combination of these.

The City Clinic shall keep the employee's supervisor informed as to the condition of the employee and estimated length of time that the employee will be off duty. Where loss of time from work is indicated, the City Clinic, with assistance from the Human Resources Division, shall arrange for continuation of proper medical care and supervision. The City Clinic must approve all time off from work.

When transitional duties or accommodations are indicated or appropriate, these shall be arranged by the City Clinic, the supervisor, and/or Department Director with approval of the Chief Human Resources Officer. If the employee is unable to return to their normal duty due to physical limitations set forth by their physician, in accordance with the Americans with Disabilities Act, every reasonable effort will be made to ensure that the employee will be placed in another position with the City structure that accommodates their physical restrictions.

In all cases, the City Clinic shall arrange for the initiation of proper State Compensation forms as required (these are mandatory in all cases regardless of loss time or incurrence of medical expense).

c. **Temporary Total or Temporary Partial Disability**

All time off work due to a job-related injury/illness must be approved by the City Physician/City Nurse.

If loss time is incurred, continuation of salary under Florida Statute requires that a compensable injury or illness be paid for at the rate of 66 2/3 % of the employee's average earnings to a maximum as established by the State. However, the City will compensate in the following manner for each temporary total or temporary partial disability caused by an initial on the job injury. In determining the period of time listed below, all absences shall be cumulative calendar days.

- (1) The injured employee may be paid 100% salary for no longer than ninety (90) day, without using accumulated leave.
- (2) During the above ninety (90) day period of 100% compensation, the employee will receive all workers' compensation monies and those amounts will be deducted from the employee's normal salary.
- (3) After the ninety (90) day period, an employee may at their option use up to thirty (30) days accumulated PTO leave. The employee will then keep their Worker's Compensation checks without further payroll deductions. To qualify for compensation from the City funds, the employee must present sufficient evidence of their disability and the City Physician shall determine the eligibility of such claims. At the end of the ninety (90) day loss time period for an "on-the-job" injury, when no other leave is available, the employee must return to full active duty or be placed in another position within the City structure that is commensurate with their physical restrictions. This is to be determined by the City Physician, in conjunction with the Chief Human Resources Officer.
- (4) At the end of the ninety (90) day period, plus the expiration of accumulated PTO leave, used at the employee's option, an employee must have returned to work in his/her normal duty or other duty within the City structure commensurate with their physical restrictions. It is the intent of this section that no employee shall remain off work and be on the regular payroll for any more than ninety (90) days, plus a maximum of thirty (30) days of accumulated PTO leave due to an on-the-job injury.

d. **Recurring Injuries**

For recurring complications relevant to a particular previous lost-time injury following a return to active duty, the City of Pensacola will begin compensation as of the first day of the recurrence provided the employee has reported such on the first day of the recurrence to the City Clinic, and the City Physician or City Clinic has given authorization for leave.

26.2. Disability Benefits

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

26.3 Return to duty examinations

If the city requires an employee to be examined by a doctor chosen by the city, the city will agree to reimburse the employee the total cost of the examination if the employee is not covered by health insurance. If the employee is covered by health insurance, the city will agree to reimburse the employee the employee's co-pay.

ARTICLE 27 PERSONAL TIME OFF (PTO) LEAVE

27.1 Leaves of absence.

(1) Purpose.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(2) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors can consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the city clinic stating:

- 1) The nature of illness or injury;
- 2) That the employee was incapacitated for work for the duration of his absence;
- 3) The employee is physically able to return to work and perform his duties;
- 4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the city clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, an activity head or department director may request the city nurse to verify the reason for absence.

(3) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(4) Accrual of time.

Employees covered by this agreement will be credited twenty (20) hours personal time off for each month of service. Hours of PTO leave will be available for immediate use as soon as accrual has been posted. Sergeants may not accumulate more than 500 hours of Personal Time Off (PTO) during any calendar year. On the first day of the pay period beginning in January of each year, the employee's PTO balance will be reduced to the allowed maximum of 500 hours. These excess hours will be placed in an auxiliary PTO account. Employees will be able to use this leave for FMLA qualifying absences or may donate this leave.

Police Officers who are promoted to the rank of Sergeant shall receive a PTO payout as described:

The hours between 500 and the Officer's current maximum PTO payout (900 hours) will be paid to the employee upon their promotion to Sergeant.

Officer's with a PTO balance greater than their current maximum payout (900 hours) will have the hours over the maximum placed into an auxiliary PTO account which may be used as regular PTO or donated to employees in need. The employee will not be paid for any hours remaining in their auxiliary PTO account upon leaving City employment.

(5) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but at no time shall that payout exceed the maximum of 500. The employee may not be paid for any hours remaining in their auxiliary PTO account upon leaving the City.

ARTICLE 28 LEAVE SHARING

28.1 A leave sharing program is hereby established for all classified, administrative professional, and appointed employees. The Mayor or designee shall establish the procedure by which the Chief Human Resources Officer shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions,

deferred compensation(s), longevity and other benefits.

a. **Scope and Purpose**

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. **Eligibility**

The employee requesting donations of leave must have:

1. worked for a minimum of six (6) months; and
2. exhausted all earned leave.

c. **Leave Use**

Request for leave can be made for:

1. the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
2. the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

d. **Leave Donation Restrictions**

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to nine (9) months maximum of donated leave, donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

e. **Administration**

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Human Resources Division for verification of leave balance. This form will be forwarded to the Finance Department for processing. Employees receiving leave will be awarded leave hours based on the “cash value” of the donated leave.

f. **Tax Treatment**

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

**ARTICLE 29
FUNERAL LEAVE**

- 29.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the Police Chief or designee.
- 29.2 At the time of a death of a member of the employee’s immediate family, an employee may be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, “immediate family”, as used in this section, shall mean an individual’s spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

**ARTICLE 30
MILITARY LEAVE**

- 30.1 Military leave will be considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

a. **Extended Military Leave**

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Division within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Officer` within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count for longevity purposes and without loss of vacation leave, pay, time, or efficiency-rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.
 - (b) Continue all other employee benefits such as time accrual for purposes of annual, sick, and personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. **Military Leave for Training Purposes**

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Effective July 1, 2010, Florida Statute 115.07 gives a maximum period of 240 hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of 240 hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to their Department Director at least two (2) weeks in advance.

**ARTICLE 31
HOLIDAYS**

31.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

January First (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Last Monday in May (Memorial Day)
July Fourth (Independence Day)
First Monday in September (Labor Day)
November Eleventh (Veterans' Day)
Fourth Thursday in November (Thanksgiving Day)
Day after Thanksgiving (Day after Thanksgiving Day)
December Twenty-Fifth (Christmas Day)

31.2 When any employee is required to work on a day observed as a holiday pursuant to Section 31.1, the employee shall be paid one and one-half the regular rate of pay for the time worked.

31.3 Employees required to work on a holiday shall receive an alternate day off, of the employee's choosing, as work schedule permits. This "alternate" day must be taken within twelve (12) months of the date it was granted. It cannot be carried over nor can the employee be compensated if the "alternate" holiday is not taken.

- 31.4 In addition to the above named fixed holidays, the City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and the Police Chief. The Police Chief retains the right to adjust the schedule based on work requirements. The holiday must be taken as a whole day. Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.
- 31.5 Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e. 5, 10, 15, 20, etc.) The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.
- 31.6 If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.

ARTICLE 32 HOURS OF WORK AND OVERTIME PAYMENT

32.1 Purpose of Article

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Pensacola Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Chief, provided that contract requirements regarding notification and overtime will be met.

32.2 Work Period

The work period for police sergeants covered by this Agreement shall be a period of twenty-eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

32.3 Overtime Pay

- (a) **Overtime based on time worked in work period** -- Police Sergeants covered by this Agreement shall be compensated at time and one-half for all hours worked in excess of one hundred sixty (160) hours in a work period except as otherwise provided in the Agreement. It is understood and agreed by the parties that any specific provisions of this Agreement providing for payment of overtime will supersede this Section 32.3 (a).

- (b) **Overtime for more than 16 hours of work per day** -- Double time shall be paid for all hours worked in excess of sixteen (16) hours in a continuous work shift.
- (c) **Compensatory Time** - Police sergeants may accrue up to four hundred eighty (480) hours of compensatory time at the discretion of the Chief. Once this maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received.
- (d) **Special Overtime Pay**- Shall be overtime hours that are paid at 1 1/2 times the normal rate of pay for wages and is not subject to being reduced by the number of hours worked in a pay cycle. Special Overtime pay will include overtime worked but shall exclude shift overage, court time, and hours worked for department sponsored activities or demonstrations (for which comp. time is currently granted.)

32.4 **Meal Periods**

- (a) Employees on shifts will be provided a meal period when the workload permits.
- (b) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed forty-five (45) continuous minutes when the workload permits. Additionally, each employee working a ten (10) hour shift or more will be allowed a fifteen (15) minute break when workload permits.

32.5 **Authorization for Overtime Required**

No employee may authorize overtime for themselves but shall be entitled to receive overtime as appropriately authorized by their supervisor.

32.6 **Off Duty Call with Assigned Vehicle**

Notwithstanding the provisions of Section 20.3 (a) when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred sixty (160) hours in the twenty-eight (28) day work period, in which case Section 20.3 (a) shall apply.

32.7 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.

32.8 **Regular Hourly Rate of Pay for Overtime Calculations**

For the purpose of calculating overtime, the regular hourly rate of pay is defined by FLSA.

- 32.9 When the Chief of Police mobilizes the department emergency operations procedures, per Pensacola Police Department General Order H-1, employees of the bargaining unit will be compensated at an overtime rate of pay for all hours mandated to work during the duration of their emergency operations schedule.

**ARTICLE 33
COMPENSATION FOR COURT RELATED MATTERS**

33.1 Duty Related Court Appearances

(a) Payment for Off-Duty Court Appearance

- (1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney, Public Defender or Private Attorney, for pre-trial conference or deposition arising from duties performed as a Pensacola Police Sergeant, he/she will be compensated in the following manner:

- (A) For all off-duty employees on regular day off or approved leave, three (3) hour compensation will be credited for an appearance on any given calendar day, or actual time, whichever is greater.

(b) Payment for Court Appearance Before or After Duty

- (1) Personnel who are attending court or other proceedings arising out of the course of their official duties, three (3) hours or less before their scheduled tour of duty, shall receive compensation for a minimum of three (3) hours or actual time, whichever is lesser.
- (2) Personnel attending court or other proceedings after tour of duty shall be compensated a minimum of three (3) hours or actual time, whichever is greater.
- (3) If there is no lapse between appearances, it shall be treated as one appearance.

**ARTICLE 34
WAGES**

34.1 Pay Range

The pay range for police sergeants shall be a minimum of \$64,985.80 and a maximum of \$73,652.80

34.2 **Wages**

All actively employed Sergeants employed by the City on the effective date of the adjustment will receive the following wage adjustments:

October 1, 2018- Three Percent (3%) increase to base pay up to the maximum cap of \$73,652.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 3% pay increase exceeding the maximum cap as a one-time bonus..

October 1, 2019- Four Percent (4%) increase to base pay up to the maximum cap of \$73,652.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 4% pay increase exceeding the maximum cap as a one-time bonus..

October 1, 2020 - Four Percent (4%) increase to base pay up to the maximum cap of \$73,652.80. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will receive the equivalent 4% pay increase exceeding the maximum cap as a one-time bonus.

34.3 **Senior Sergeant Pay**

When a Police Sergeant has served at least five (5) years of continuous service as a Police Sergeant with the City of Pensacola they shall receive 5% senior Sergeant pay for that employment milestone. Additionally, when a Police Sergeant has served at least 10 (ten) years of continuous service as a Police Sergeant with the City of Pensacola, they shall receive 5% senior Sergeant pay for that employment milestone.

34.4 **Annual Increment Adjustments.**

34.5 **Promotions**

A promotion in the classified service occurs when there is a change in an employee's title and the employee is elevated to a pay range for which the minimum pay is higher than the minimum pay in the range currently held. A promoted bargaining unit member will receive a ten (10) percent pay increase, not to exceed the maximum pay of the range. Provided that the maximum pay for the range is not exceeded, the Mayor or designee may grant a pay increase over ten (10) percent upon the recommendation of the department director and the Chief Human Resources Officer.

34.6 **Demotions**

A bargaining unit member demoted or reduced to a lower class shall be placed in the hourly rate held prior to the promotion, or shall receive a ten (10) percent reduction in salary, whichever wage provides the higher salary. Any other reduction in pay will be upon the recommendation of the Chief Human Resources Officer and approved by the Mayor or designee. In any case the reduced salary is not to exceed the minimum or maximum of the class range.

34.7 **Longevity Pay**

34.8 **Working-Out-Of-Classification**

Bargaining unit members working temporarily in a higher class for more than fifteen (15) calendar days may be paid out-of-class differential pay. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when such vacancy has resulted from illness, an on-the-job injury or a job vacancy. Such differential pay shall begin only after the employee has performed the complete duties for fifteen (15) consecutive calendar days and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the fifteen (15) consecutive calendar day period has been completed. The fifteen (15) consecutive calendar days must be worked within the span of fifty-two (52) weeks from the first day of duties performed in the higher classification in order for the employee to be eligible for the differential pay. Out-of-class differential pay shall be the difference between the employee's regular wage and then to which the employee would initially be entitled should they be promoted to said higher class. Out-of-class differential shall be paid with the employee's regular compensation and subject to the same benefits as the regular compensation. Complete records of such out-of-class differential work shall be submitted to the Human Resources Division within two (2) weeks of having performed such work, on forms furnished by that department. The Police Chief shall be responsible for judicious observance of this section.

34.9 **Salary Incentive Pay, Shift Differential Pay, Specialized Duty Pay**

The Mayor or designee is hereby authorized to pay the supplemental compensation as outlined in this section. These payments shall be made bi-weekly and shall be considered a non-salaried supplement, and will not be utilized in the calculation of pensions, deferred compensation or other fringe benefits. The Police Chief shall be responsible for judicious observance of this section. No pay hereunder shall be granted unless approved by the Mayor or designee after recommendation by the Chief Human Resources Officer.

- (1) To bargaining unit members assigned to work night shifts as designated by the Police Chief an amount equal to a five (5) percent increase.
- (2) Police Sergeants assigned to the positions listed in this section shall receive an amount equal to a five (5) percent increase

- a- Traffic
- b- Investigation
- c- V & N
- d- FTO Sergeant
- e- DUI
- f- K9

34.10 **Canine Care.**

Police Sergeants assigned to canine duty shall receive seven (7) hours per twenty-eight (28) day cycle of overtime pay. These seven (7) hours are for routine K9 maintenance only. Any additional hours spent on care will be compensated at the overtime rate of pay provided it is documented and approved by the Chief of Police.

ARTICLE 35 PENSIONS

35.1 **Pensions**

1. Effective January 1, 2013 the existing Police Pension Plan will be closed to all new hires. All new hires after January 1, 2013 and all existing Sergeants will be given the option to participate in the Florida Retirement System.
2. Effective January 1, 2013, for those employees who elect to remain in the existing Police Pension Plan, contributions will increase from .5% to 1.5% starting on 1/1/2013, from 1.5% to 3.5% starting on 10/1/2013 and from 3.5% to 5.2% starting on 10/1/2014.
3. On January 1, 2013, contributions to the Social Security Replacement Plan will be changed from mandatory to optional. However, the employee may elect to continue to contribute a portion of pay into the Social Security Replacement Plan, and if so, the City will continue to match up to 6.7%. (This Paragraph does not apply to those employees in the DROP before January 1, 2013).
4. Effective January 1, 2013, employees eligible to participate in the Deferred Retirement Option Program ("DROP") will receive 1.3% interest and will not receive any Cost of Living Adjustment on their Retirement benefits during the period in which they are enrolled in DROP.
5. Effective January 1, 2013, the spousal benefit in the existing Police Pension Plan will be modified to conform to the same spousal benefits offered in the Florida Retirement System. (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
6. Effective January 1, 2013 the vesting period for the Police Pension Plan will increase from 10 years to 12 years.
7. All new retirees after January 1, 2013 will receive up to a 3% Cost of Living Adjustment for 10 years after retirement. After 10 years, the Cost of Living Adjustment increase will decrease to up to 2% for the life of the retiree (and spouse, if applicable). This COLA shall be calculated in the same manner as the existing Police Pension Plan. This Paragraph does not apply to any employee who retires prior to January 1, 2013 or those employees enrolled in DROP prior to January 1, 2013.

8. Effective January 1, 2013 pensionable income will be calculated on the employee's base pay with no overtime. Overtime which has already been earned on the date of ratification will be used toward calculating average final earnings.
9. For future service, average final compensation will be changed to the average of the last 5 years of compensation for those who retire after January 1, 2013, (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
10. Members of the bargaining unit hereby acknowledge and agree that those members who have become participants in the Florida Retirement System are governed by the provisions of the Florida Retirement System. The Florida Retirement System supersedes any provisions in conflict as listed in this agreement.
11. Pursuant to Florida Statute 185.35 the Police Officer's Retirement Fund will provide for a 401 Defined Contribution Plan within the Police Officer's Retirement Fund.
12. Pursuant to Florida Statute 185.35 mutual consent is required for deviations from the default rules on the use of premium tax revenues. The Police Officer's Retirement Fund states the following use of the insurance proceeds in Section 9-5-21(a)(1). "Prior to January 2, 2013, the net proceeds of any excise or license tax under F.S. § 185.08, as amended, imposed by the City or the State of Florida upon certain casualty insurance companies on their gross receipts of premiums from holders of policies, which policies cover property within the corporate limits of the City. Such revenue shall first be used to fund the benefit increase provided in subsection 9-5-23(a)(ii)(a) and (b), and then any remaining revenue shall be used for the remaining benefits of the plan. If the receipt of this revenue is not sufficient to pay all benefits of the plan, nevertheless, all of the plan benefits shall be paid;" As a part of the contract both parties mutually consent to use the insurance proceeds and any accumulated insurance proceeds balance (reflected in the Police Officer's Pension Fund actuarial valuation) as stated in this paragraph.
13. For the purpose of estimating an employee's pension benefit bargaining unit members can request the City to calculate their estimated pension benefit twice within five years of retirement at no cost to the employee.

ARTICLE 36 PROMOTIONS

36.1 Promotional Procedures Overview

The City will continue to follow the status quo concerning the promotional process as outlined below.

When a vacant position is to be filled by promotion within the Police Department, through competitive examination these procedures will be followed:

A promotional eligible list will be certified that contains the names of the top five (5) applicants and ties, having the highest total exam score. Any person on the list is eligible for promotion. If a promotional register contains less than five (5) names and an additional examination is requested, successful examinees will be listed in order behind the existing names on the promotional register. If qualifications substantially change, a register may be cancelled and a new register established. A new register requires a new application and examination of each applicant.

All persons within the department who meet the minimum qualifications may apply and take a promotional examination. When a position is announced, a job bulletin will be distributed and open for a minimum of five (5) working days prior to the application deadline. Applicants must apply by the application deadline and supply necessary records, licenses, certificates, transcripts, etc.

Examinations will be practical and objectively measure the relative capabilities of the applicant to perform the target position. The examination process may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components may be weighted, but will total 100%.

Passing scores are required on a promotional examination before an employee is eligible for promotion. When a passing score is attained, the total examination score may be augmented by veteran preference points (per Florida statutes), education points, and seniority points as defined below.

Eligible registers are in effect for one year, unless extended by request of the appointing authority.

Definitions

Eligible - A person who has properly made application, met the requirements of a position, and passed the exam process and is qualified to be placed on a list of qualified applicants.

Promotional Eligible List - A list of names taken from the eligible register, of the top five (5) candidates and ties. Names are listed in rank order according to their final examination score.

Promotional Eligible Register - A register of names of all eligible applicants for a particular position, who have obtained a passing score on the examination process, listed in rank order according to their final examination score.

Score - The final numerical grade attained on any examination process, rounded to the nearest whole number.

Seniority Points - Points added to a passing promotional examination score to arrive at the total score. Points are computed on the basis of one-half (1/2 or 0.5) point for each full year of service within the employment of the City in a related field or activity. Seniority points will be limited to a maximum of 10 points.

Educational Points – Points added to a passing promotion examination score to arrive at the total score. Points are computed as follows: Associates Degree – one-half (1/2) point, Bachelor’s Degree – one (1) point, Master’s Degree – two (2) points.

ARTICLE 37 FOP ACTIVITIES

- 37.1 The Employer will grant two hundred (200) hours annually for use as F.O.P. Pool Time. The total Pool Time may exceed two hundred (200) hours by employee contributions to this Pool.
- 37.2 This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at F.O.P. functions. Approval of such time shall be authorized by either the F.O.P. President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The F.O.P. may rollover not more than a total of two hundred (200) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from the F.O.P. to the Chief of Police for approval. Employees receiving leave will be awarded leave hours based on the “cash value” of the donated leave.

ARTICLE 38 BULLETIN BOARDS

- 38.1 The Employer agrees to provide space for the F.O.P. to erect, at the F.O.P.’s expense, one glass enclosed bulletin board, not to exceed thirty-six (36) inches by thirty-six (36) inches, in close proximity to the patrol line-up room. The precise location of the bulletin board shall be approved by the Police Chief. This bulletin board is intended to be utilized for F.O.P. purposes pertaining to all bargaining units at the Pensacola Police Department.
- 38.2 The bulletin board shall be used for posting F.O.P. notices, signed by the F.O.P. President or his designee, but restricted to:
- A. Notices of F.O.P. meetings.
 - B. Notices of F.O.P. elections and the results of such elections.
 - C. Notices of F.O.P. recreational or social affairs.
 - D. Notices of **F.O.P.** appointments.
 - E. Minutes of **F.O.P.** meetings.
 - F. Notices by public bodies.
 - G. Reports of **F.O.P.** committees.
 - H. Rulings and policies of the **F.O.P.**
- 38.3 All costs incidental to preparing and posting F.O.P. materials shall be borne by the F.O.P. The F.O.P. is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any manner of the Employer, its managers, officers, agents and employees, and prior to any material being posted, copies of all material shall be submitted to the Police Chief.

38.4 The Employer can remove any document not in compliance with Section 38.2.

**ARTICLE 39
SPECIAL MEETINGS**

39.1 The Employer and the F.O.P. agree to meet quarterly and confer on matters of mutual interest. An agenda shall be submitted prior to the meeting. Discussion shall be limited to matters set forth in the agenda or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. The F.O.P. shall have the right, at these special meetings to recommend to the Employer corrections to any inequities known to the F.O.P.

**ARTICLE 40
HURRICANE TRAVEL TEAM**

40.1 Hurricane Travel Team – When the team is deployed for a time period exceeding ten (10) days, a day off will be granted for each ten (10) day period deployed. This time shall be granted to the members upon completion of the team deployment.

40.2 When the team is deployed all rights and liabilities of each team member will be carried by the member's agency during time being deployed as if the members were working within the member's jurisdiction.

**ARTICLE 41
PRINTING OF AGREEMENT**

41.1 The City will make this Agreement available electronically via the Internet and Intranet.

**ARTICLE 42
ENTIRE AGREEMENT**

42.1 This Agreement constitutes the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. If, at any time during the term of this Agreement, the parties arrive at an agreement, which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.

42.2 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

**ARTICLE 43
SEVERABILITY**

43.1 In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such decision, the Employer and the F.O.P. agree to immediately commence impact bargaining.

**ARTICLE 44
TERM OF AGREEMENT**

44.1 This agreement shall be in full force and effect from the date of ratification of this Agreement through September 30, 2021.

44.2 If proper notice has been given by either party pursuant to 1.1, but no new or successor agreement has been reached, then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.

FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

Ashton J. Hayward; III, Mayor

Shawn Dockery, Florida State FOP
Representative

Chief Human Resources Officer:

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS:

Attachment A

Florida State Lodge Fraternal Order of Police



GRIEVANCE FORM

Name of Employee _____

Classification _____

Immediate Supervisor _____

Date _____

STATEMENT OF GRIEVANCE:

List Applicable Violation

Adjustment Required:

Date _____ Signature of F.O.P. Representative

Date Presented to Management Representative

STEP ONE: Date _____

Representative for City Signature

Agree _____

Disagree _____

Comments: _____

STEP TWO: Date _____

Representative for City Signature

Agree _____

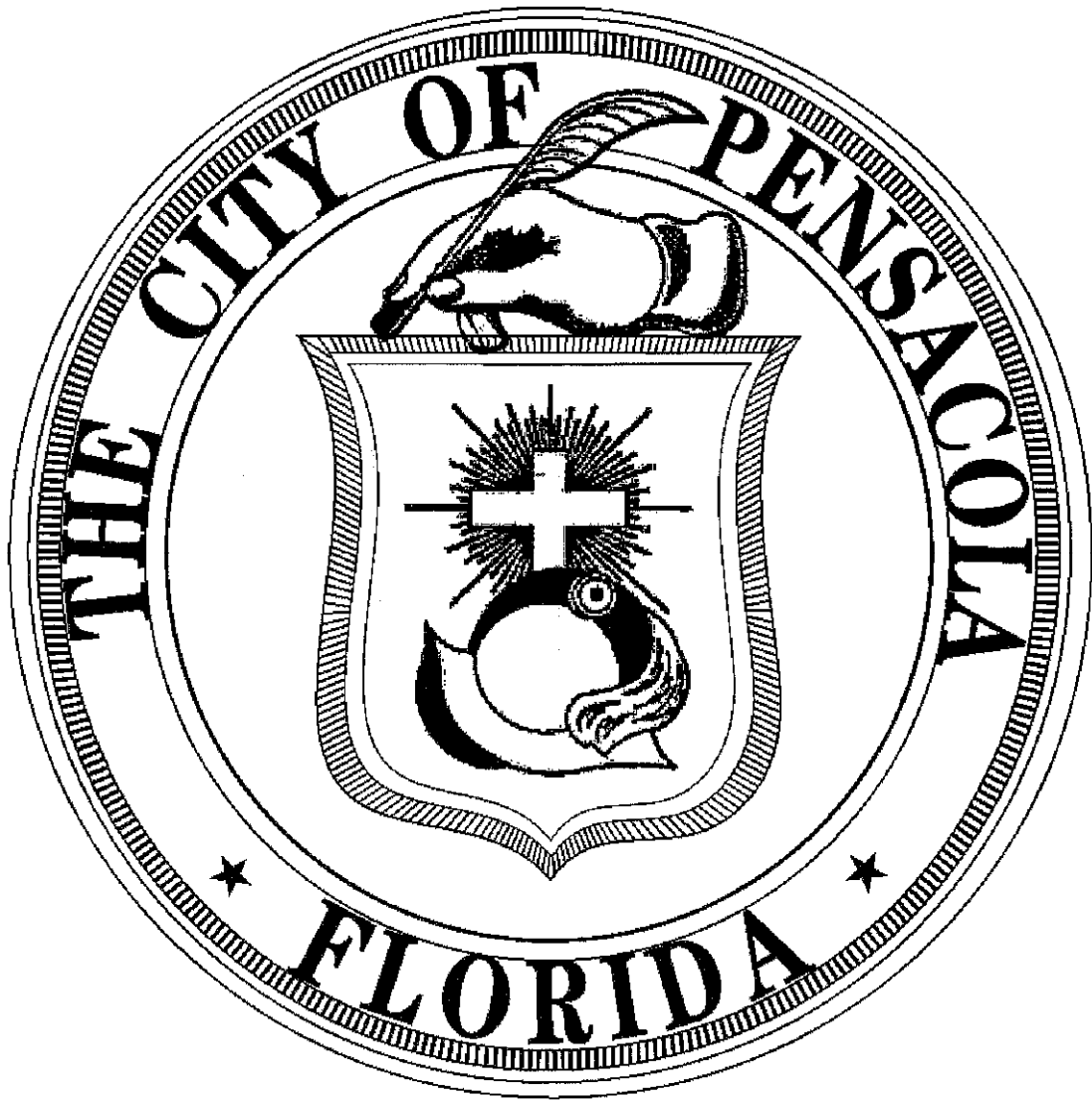
Disagree _____

Appendix B

APPENDIX B



CITY OF PENSACOLA
DRUG-FREE WORKPLACE HANDOUT



City of Pensacola, FL

Drug Free Workplace Policy

I. STATEMENT OF POLICY

City of Pensacola, hereafter known as the "Employer" strives to provide a safe work environment and encourages personal health. In this regard, the Employer considers the abuse of drugs on the job to be an unsafe counter-productive work practice. Furthermore, we see substance abuse as a serious threat to our staff and the public. With these objectives in mind, the Employer has established the following policy with regard to the use, possession, and sale of illegal drugs and alcohol at work. **FL Statutes 112.0455 Drug-Free Workplace Act.**

Drug use has serious adverse effects upon a significant portion of the workforce, resulting in billions of dollars of lost productivity each year and posing a threat to the workplace and to public safety and security. Drug use creates a variety of workplace problems, including increased injury on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of products and services.

Drug addiction is a complex, yet treatable disease. We encourage those who abuse drugs or alcohol to seek help in overcoming their problem and participate in an alcohol and drug rehabilitation program.

Prior to testing, employees and job applicants shall be given a written policy statement. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe and drug free environment within government through fair and reasonable drug testing methods for the protection of public employees and employers. Our intention is to prevent and treat substance abuse.

It is the Employer's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on city premises (including parking lots) may be subject to disciplinary action up to and including discharge. The use of any over the counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Department Administrator.

Drugs prescribed by employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

Employees must be in compliance with all federal drug laws and the Federal Controlled Substance Act and the Florida Drug Free Workplace Act, Chapter 112. Any and all information gathered as a result of the drug testing program is confidential and may not be disclosed except in accordance with procedures allowed under the Federal/State Statute, County or City policy.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute no later than five calendar days after such conviction.

II. DEFINITIONS

DEFINITIONS. Except where the context otherwise requires, as used in this act:

- (a) "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.
- (b) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
- (c) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests must use an immunoassay procedure or an equivalent, or must use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as more accurate technology becomes available in a cost-effective form.
- (d) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (e) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.
- (f) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test.
- (g) "Employee" means a person who works for salary, wages, or other remuneration for an employer.
- (h) "Employer" means an agency within state government that employs individuals for salary, wages, or other remuneration.
- (i) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- (j) "Random testing" means a drug test conducted on employees who are selected through the use of a computer-generated random sample of an employer's employees.
- (k) "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing may not be required except upon the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:
 - 1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
 4. Evidence that an individual has tampered with a drug test during employment with the current employer.
 5. Information that an employee has caused, or contributed to, an accident while at work.
 6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- (L) "Specimen" means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.
- (M) "Employee assistance program" means an established program for employee assessment, counseling, and possible referral to an alcohol and drug rehabilitation program.
- (N) "Special risk" means employees who are required as a condition of employment to be certified under chapter 633 or chapter 943.

III. POLICY AND WORK RULES

The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Employees/applicants who are directed by the City clinic staff or supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire; the employee forfeiting his or her eligibility for medical and indemnity benefits under State Workers' Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

A. Drug Testing Standards

All testing will be conducted by an Agency for Health Care Administration approved laboratory; positive and negative test results will be reviewed by a certified Medical Review Officer to assure accuracy. All testing, specimen collection, security measures, monthly reports, storage, handling, chain of custody procedures, and quality control procedures will be performed in accordance with appropriate State and Federal rules and regulations.

The Agency for Health Care Administration may adopt additional rules to support this law and Part II of Chapter 408, using criteria established by the US Department of Health & Human Services as guidelines for laboratories: standards for licensing; technical assistance; appropriate specimens; methods of analysis; minimum cut-off detection levels; chain of custody procedures; and a list of common medications by brand or common, brand, and chemical name.

B. General Procedures

The Employer will not discriminate against applicants for employment because of past substance abuse. It is the current abuse of drugs which prevents employees from properly performing their jobs and which, therefore, the Employer will not tolerate. No employee or applicant whose drug test is confirmed as positive shall be defined as a person with a "handicap". The Employer will pay for required drug and alcohol tests. The employee shall pay costs of non-required tests.

C. Initial Test

The initial screen for all drugs except alcohol shall use an inununoassay. For alcohol the initial test may be the enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to find whether they are negative or need to be tested further with the confirmation test. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	0.04%
Amphetamines	1000 ng/ml
Cannabinoids	50 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Methaqualone	300 ng/ml
Opiates	2000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepine	300 ng/ml
Synthetic Narcotics:	
Methadone	300 ng/ml
Propoxyphene	300 ng/ml

D. Confirmation Test

A positive finding will generate a confirmation test through the GC/MS (gas chromatography/mass spectrometry) method and the results will be kept confidential. A copy of any positive can be received by the employee by submitting his/her request in writing. As drug testing technology is constantly improving and state and federal laws governing said testing are changing almost as rapidly, the company may change the cut off levels without notice. The cut-off levels in effect for the GC/MS at the time of this printing are as follows:

Alcohol	0.04%
Amphetamines (amphetamine, methamphetamine)	500ng/ml
Cannabinoids	15 ng/ml
Cocaine Phencyclidine	150 ng/ml
Methaqualone Opiates	25 ng/ml
Codeine	150 ng/ml
Morphine	2000 ng/ml
6-Acetylmorphine	2000 ng/ml
Barbiturates	10 ng/ml

Benzodiazepine	150 ng/ml
Synthetic Narcotics:	
Methadone	150 ng/ml
Propoxyphene	150 ng/ml

E. Confidentiality will be maintained pursuant to F.S 119.07(1)

All information, interviews, reports, statements, memoranda and drug and alcohol test results may not be received in evidence, discovery, or disclosed without a written consent by the donor, except when compelled by a hearing officer or a court of competent jurisdiction, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding, or in defense of a civil or administrative matter, or for the purpose of reviewing certification of employees.

F. Types of Testing- F.S.S 112 authorizes 5 types of tests:

1. Pre-employment Drug Testing: Consistent with the Employer’s policy opposing drug abuse and its commitment to a safe working environment, we have implemented a pre-employment drug testing policy. All job applicants will undergo screening for the presence of illegal drugs as a condition of employment. Applicants will be required to voluntarily submit to a urinalysis test at a laboratory chosen by the Employer after signing a consent and release form. Job applicants who refuse to submit to a drug test or have a positive confirmed drug test are basis for refusal to hire a job applicant. Special Risk and Safety-Sensitive job applicants are required to submit to a drug test, and a refusal to test or a positive confirmed drug test are a basis for refusal to hire the job applicant.

Active Employee Drug Testing: The Employer has adopted screening practices to identify employees who use illegal drugs. It shall be a condition of employment for all employees to refrain from reporting to work, or working with the presence of drugs or alcohol in his/her system, and to submit to drug testing.

2. Routine Fitness for Duty testing: An Employer may require an employee to test if conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the Policy or is scheduled for all members of an employment classification or group.

3. Reasonable Suspicion testing: An Employer may require an employee to submit to testing:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
4. Evidence that an individual has tampered with a drug test during employment with the current employer.
5. Information that an employee has caused, or contributed to, an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

An employee reporting for work visibly under the influence as determined by his/her supervisor and is unable to properly and safely perform required duties will be placed on administrative leave to allow for reasonable suspicion testing. If possible, the supervisor should first seek another supervisor's opinion of the employee's status. Then the supervisor should consult privately with the employee, in accordance with F.S.S. 112, to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is unfit for duty, the supervisor, as defined above, shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. Upon request, a copy of this documentation shall be given to the employee. The Supervisor should contact the City Nurse to arrange for testing at the earliest possible time. The employee should be provided safe transportation to the City Clinic or an approved collection facility, and accompanied by the supervisor or another employee. An employee such as this should not be allowed to drive.

If an employee is tested for reasonable suspicion, documentation will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The Employer will provide to an employee (upon their request) a written report regarding the circumstances that formed the basis for reasonable suspicion. The original and signed report will be maintained in the confidential human resource records for one year.

4. Random Testing: The City may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying safety-sensitive or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department. Employees who are directed by the City clinic staff or a supervisor to report to the clinic or an approved collection facility, for a drug/alcohol test and who refuse to submit or who fails to appear within a reasonable time as determined by the clinic, are considered a "no show" and will be deemed a positive drug screen.

5. Return-to-duty and Follow-up Testing (not related to job injury): Employees who successfully complete a rehabilitation program, or as part of their rehabilitation program may return to work. The employee must agree a **Return-to-duty** test and **Follow-up** drug testing for up to two years following completion of a rehabilitation program. Follow-up testing will be unannounced and on a quarterly, semiannual, or annual basis for up to two years thereafter. Employees not complying with these conditions, or testing positive at any time during or following rehabilitation, will be terminated from employment.

G. Procedures

An employee bringing onto the Employer's premises or property, having possession of, possessing in the employee's body, blood or urine an amount above the threshold levels established by the Agency for Health Care Administration., or using, consuming, transferring, selling or attempting to sell, or transfer any form of illegal drug while on city business or at any time during the hours between the beginning and the end of the employee's working day, whether on city property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for a first offense. Failure to submit to required non-duty related tests is misconduct and is grounds for disciplinary action up to, and including, dismissal.

Except for reasonable suspicion tests meeting the criteria listed above, All testing will be conducted by an Agency for Health Care Administration certified lab; Employees shall give either a, breath sample, and/or a urine sample at a hospital, clinic, approved collection facility, or accredited testing laboratory, as designated by the City Clinic. Positive and negative results will be reviewed by a Medical Review Officer to assure accuracy. All testing, sample collection, storage, handling, and chain of custody will be conducted in accordance with appropriate guidelines of State and Federal rules and regulations.

If a test is not collectable because of possible tampering or adulteration, a second test will be requested. The second test may be observed. If a test is rejected because of purposeful adulteration - the employee will be terminated.

Documentation of a positive drug test result will be placed in the employee's confidential file within five working days, an Employer shall inform the employee in writing of the positive result, consequences of the result, and options available. If an employee is tested for reasonable suspicion, documentation of this test will be placed in the employee's confidential file within five working days of the reasonable suspicion test. The employee shall not be disciplined until a positive test results is communicated to the City.

Safety Sensitive, and Special Risk employees who have tested positive shall not be permitted to perform a safety-sensitive function. If a non-safety sensitive position is not available, the employee may be placed on leave status while participating in an alcohol and drug rehabilitation program. The employee must use a substance/alcohol program approved by the City. While in the program, the employee will be allowed to return to work upon approval by the clinic medical director and program administrator; if not, the employee may use all of their accrued personal time off leave and then may be placed on leave without pay under the City's temporary disability policy.

A Special Risk employee and other positions as designated by the Mayor or designee, may be discharged or disciplined for the first positive confirmed drug-and/or alcohol test, pursuant to s. 893.13 .

All information received in regard to drug/alcohol testing results will be maintained in separate confidential files and only be used for the purposes spelled out in this document.

H. Medical Review Officer

A certified Medical Review Officer who is a medical physician shall review with the employee/applicant all positive test results concerning that employee/applicant within five (5) days of the test collection. If the employee tests positive the MRO shall contact said employee to determine if said employee has a valid medical prescription for the medication which caused the positive test result. If after that determination by the MRO that said

prescription was valid then the MRO shall report the test as negative, however, if said employee has no justification or a valid prescription for testing positive then the MRO shall report that positive test to the city. Testing may exceed the five (5) days only when extraordinary circumstances have been communicated with both Employer and the Employee to allow for reconsideration of administrative leave provided as well as proper time required to grieve or challenge test. An employee/applicant may consult with the MRO, (850)434-3782, after being tested in order to report any prescription or non-prescription drug use. No physician-patient relationship is created by the establishment and administration of a drug-testing program.

I. Education

Employee and Supervisor education and training will be conducted in a manner required by the appropriate state regulations.

J. Employee Assistance

The management of the Employer is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental illness, family and marital stress, abuse of drugs and/or alcohol and others.

Employees whose job performance is not related to a lack of skill and who do not respond to the usual disciplinary procedures are usually in need of the attention of professionals. With proper treatment, many troubled employees can be restored to a satisfactory level of job performance. However, if the underlying problems or illnesses are ignored, they may worsen with time, rendering the person unemployable.

The Employer shall not discharge, discipline, or discriminate against an employee solely upon voluntarily seeking treatment for a drug or alcohol related problem if the employee has not previously tested positive for alcohol or drug use, or previously entered an alcohol and drug rehabilitation program. Participation in an Employee Assistance Program, or another mental health or substance abuse counseling program, will not affect the employee's future career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. Employee Assistance is used in conjunction with discipline, not a substitute for discipline.

If an employee is unable to participate in outpatient rehabilitation, the employee may be placed on leave status while participating in a drug and alcohol rehabilitation program. The employee shall be permitted to use accumulated leave prior to being placed on leave without pay. Upon successful completion of the rehabilitation program, the employee shall be reinstated to the same or equivalent position.

The Human Resource Office will have a list of Drug and Alcohol Counselors and other mental health facilities available in your area. The employee may review this list discreetly. The costs of these services are the responsibility of the employee.

K. Grounds for Discipline or Termination:

An employee bringing onto the Employer's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood, or urine in the amount set forth in Section III, Parts C & D; purposely tampering or adulterating a specimen; or using, consuming, transferring, selling, attempting to sell or transfer any form of illegal drug as defined above while on city business, or at any time during the hours between the beginning and ending of the employee's working day, whether on duty or not, whether on city property or not, is guilty of misconduct and subject to discipline including discharge or suspension without pay from employment, even for the first offense. Failure to submit to required drug and/or alcohol tests is considered refusal to test and is grounds for discharge from employment.

1. The Employer will use the Federal Department of Transportation guidelines to determine a refusal to test in the case of shy bladder or shy lung.
2. In the case of shy bladder or shy lung, the employee, within 5 working days, must secure evaluation from a licensed physician as to whether or not there is a medical condition for a failure to provide sufficient specimen.
3. In the case of psychological cause, the diagnosis must have been made prior to the test. Diagnosis such as typical anxiety is not acceptable.

Employees tested for reasonable suspicion may be placed on administrative leave status or placed in non-safety sensitive jobs pending the results of the required test and/or investigation. An employee with a negative result will be reinstated if suspended, with full back-pay and/or return to the same or equivalent position. A verified positive test will result in immediate disciplinary action up to and including termination of employment. However, if the employee's conduct in connection with the substance/alcohol abuse amounts to conduct for which the City may otherwise discipline the employee, the City may take action prior to knowing a positive test result. If the employee fails to complete the program, or fails to or cannot be rehabilitated, they may be terminated from their employment with the City.

L. Responsibilities of the Employee

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.

- (1) The employee must notify his/her supervisor that his/her drug or medication (either prescribed or over-the-counter), may affect or impair his/her judgment or job performance or safety.. Violations of this requirement may result in disciplinary action.
- (2) The employee or job applicant must notify the laboratory of any administrative or civil action planned as a result of a positive test within five working days from receipt of notification.
- (3) The Employee has the right to contest the result of a positive drug test, in writing, within five working days of being notified in writing of the positive test result.

M. Rights of the Employee/Job Applicant

- (I) An employee or job applicant who receives a positive confirmed drug test may contest or explain the result to the Medical Review Officer/employer within five working days of receipt of the written test results.

- (2) The employee or job applicant has the right to consult with the Medical Review Officer for technical information regarding the effects of prescription and over the counter medication on the drug test.
- (3) An employee or job applicant may, by written request, have the original specimen re-tested at another certified laboratory of their choice, at their expense.
- (4) The employee can request, in writing, a written report regarding the circumstances that formed the basis for their reasonable suspicion testing.

N. Drugs that may be Tested

The drugs are listed by chemical name and brand or common name.

Alcohol (ethanol, beer, wine, booze, alley juice, fire water, grog, hooch, rocket fuel)

Amphetamines (methamphetamine, amp, cinnamon, lemon drop, trash, tweak, crystal, crank, biphphetamine, desoxyn, dexedrine, speed)

Cannabinoids (marijuana, blunt, columbo, hash, hay, pot, joint, indo, roach, grass, weed, reefer)

Cocaine (coke, blast, flake, railers, ringer, toot, blow, nose candy, snow, crack, rock) Phencyclidine (PCP, angel dust, LSD, beast, blaze, Superman, tab, trips, hog)

Opiates (opium, codeine, morphine, heroin, dover's powder, paregoric, parepectolin, school boy, smack, tar, chasing the tiger)

Barbiturates (phenobarbital, tuinal, amytal, barbs, downers, tranqs)

Benzodiazepines (bennies, rophies, ativan, azene, clonopin, dalmene, diazepam, halcion, librium, poxipam, remestan, serax, tranxene, valium, veratrine, vivo!, xanax)

Methadone (dolophine, methadose, amidone, tizzies)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn)

O. When the Employer requires reporting of positive drug tests, this department will follow state procedures and release positive test results only to the appropriate governing authorities.

P. An employee or job applicant who has been disciplined or not hired may exhaust either the administrative appeal process or collective bargaining grievance, but not both.

Q. Federal Compliance:

The drug testing procedures provided in this section do not apply where the specific work performed requires employee or job applicants to be subject to drug testing pursuant to:

1. Federal regulations that specifically preempt state and local regulations;
2. Federal regulations or requirements implemented in connection with the operation of a federally regulated facilities;
3. Federal contracts where drug testing is conducted for safety, or protection of sensitive or proprietary data or national security; or
4. State agency rules that adopt federal regulations applicable to the interstate component of a federally regulated activity.

R. Subcontractor, Vendor, Consultant Requirements (Optional)

In all future contracts with individuals or organizations that wish to do business with the Employer a stipulation may be required in the contract or purchase order that requires the subcontractor, vendor, or consultant to have a substance abuse policy. The employees of such

subcontractors, vendors, or consultants will be subject to the same rules of conduct and tests as the employees of the company. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the company's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the company is not satisfied with the actions of the subcontractor, vendor, or consultant, the company can exercise its right to bar all of the subcontractor's employees from its premises or decline to do business with the subcontractor in the future. All expenses and penalties incurred by a subcontractor, vendor, or consultant as a result of a violation of the company's substance abuse policy shall be paid by the subcontractor, vendor, or consultant.

IV. CONCLUSION

The Employer's Drug Free Workplace Policy is not intended to be abusive or discriminatory nor to come into conflict with any public policy. This city considers drug testing to be only one of several steps to achieve a safe, healthy, and productive atmosphere for its employees. This policy is available for inspection by the job applicant or employees during regular business hours. This policy supersedes any information provided to applicants and/or employees either written or oral..

See Florida Drug Free Workplace Act, Chapter 112.0455, Public Officers and Employees.

See Florida Statutes, 440.102 Drug Free Workplace Program Requirements.

**OVER-THE-COUNTER AND PRESCRIPTION DRUGS THAT
COULD ALTER OR AFFECT
THE OUTCOME OF A DRUG TEST***

This sheet is for your information only.

Alcohol (all liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vieve's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40) proof, Contact Severe Cold Formula Night Strength is 25% (50) proof, and Listerine is 26.9% (54 proof).

Amphetamines (Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionarnine, Fastine.)

Cannabinoids Marino!(Dronabinol, THC) **Cocaine** Cocaine HCl topical solution (Roxanne) **Phencyclidine** Not legal by prescription.

Opiates (Donnalgel PG, Opium, Codeine, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Cantin and Roxana!(morphine sulfate), Percodan, Vicodin, Tussi-organidin, dover's powder, paregoric, parepectolin, etc.)

Barbiturates (Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fimicet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.) **Benzodiazepines** (Ativan, Azene, Clonopin, dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax)

Methadone (dolophine, methadose)

Propoxyphene (darvocet, darvon N, dolene, novopropoxyn etc.)

* Due to the large number of obscure brand names and constant marketing of new products, this list cannot and is not intended to be all-inclusive.

Should you have any questions regarding this information you may contact: Drug

**Free Workplaces, Inc.
27 W. Romana Street
Pensacola, FL 32502
850-434-3782 or 800-430-3782
help@drugfreeworkplaces.com**

SUBSTANCE ABUSE PROFESSIONALS ACCESSABLE TO
CITY OF PENSACOLA EMPLOYEES

Patricia Vanderpool EAP Lifestyle Management
2m E. Government St.
Pensacola, FL 32502
251-621-5360

LOCAL DRUG AND ALCOHOL REHABILITATION PROGRAMS

Bradford Health Services 8333 N. Davis Hwy
Suite LLA
Pensacola, FL 32514
888-577-0012

CDAC Behavioral Healthcare
3804 N. g'h Ave. Pensacola, FL 32503
850-434-2724

Dr. John Bingham & Dr. Bret Turner
Cordova Counseling Center
4400 Bayou Blvd. Pensacola, FL 32503

Gulf Breeze Recovery
350 Pensacola Beach Blvd
Gulf Breeze, FL 32561
855-400-6190

Lakeview Center
4400 Hickory Shores Blvd. Gulf Breeze, FL 32563
850-932-9375

THE CITY OF PENSACOLA DRUG AND ALCOHOL INFORMATIONAL BROCHURE

Our Commitment to You

The City of Pensacola is committed to providing a drug free work environment. The following drugs are included in our employee drug testing:

General Drug Screen

791BsB's Panel

Amphetamines

Cocaine

Marijuana Metabolites

Opiates

PCP

Police Department and Fire Department

795206-7 Panel and 794163-7 Panel

Amphetamines Barbiturates

Benzodiazepines Cocaine

Marijuana Metabolites

Opiates

PCP