

**AN**

**AGREEMENT**

**BETWEEN**

**THE CITY OF PUNTA GORDA**

**AND**

**SOUTHWEST FLORIDA POLICE BENEVOLENT ASSOCIATION  
POLICE OFFICERS' BARGAINING UNIT**

**Effective October 1, 2022 through September 30, 2025**



## **ARTICLE 1: PREAMBLE**

### **1.1 GENERAL STATEMENT**

- A. In accordance with the provisions of Florida's Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, this Collective Bargaining Agreement, hereinafter the "Agreement," is entered into by and between the City of Punta Gorda, a municipality of the State of Florida, hereinafter the "Employer" or the "City" and the Southwest Florida Police Benevolent Association hereinafter referred to as the "PBA" or the "Employee Organization" or the "Union".
- B. This Agreement is applicable to Employees as defined in Certificate Number 1094, issued to the PBA by the Public Employees Relations Commission and shall become effective upon ratification by the PBA and the City.

### **1.2 PURPOSE**

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and its Employees:

- A. To foster safety in the work place;
- B. To provide an orderly means for resolving differences that arise concerning the interpretation or application of this Agreement; and most importantly,
- C. To promote the best interest of the public by providing the highest level of quality service to the community.

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## **ARTICLE 2: RECOGNITION**

### **2.1 RECOGNITION OF PBA**

The City recognizes the PBA, as the exclusive representative of the Employees in bargaining units (PERC Certification #1094) for purpose of collective bargaining with the City regarding wages, hours and other terms and conditions of employment as defined as certified Police Officers.

### **2.2 PBA OBLIGATIONS**

The PBA recognizes its obligation to bargain per FS 447, as amended.

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## **ARTICLE 3: ANTI-DISCRIMINATION**

### **3.1 NON-DISCRIMINATION BY PBA**

PBA shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will accept persons into its organization as full members without regard to race, color, religion, sex, national origin, age, disability, marital status, or political affiliation.

### **3.2 NON-DISCRIMINATION BY THE CITY**

The City shall comply with all Federal and State laws and the rules and regulations promulgated by the Florida PERC, and will not discriminate against any Employee covered by this Agreement because of membership in PBA or legitimate, lawful activity on behalf of PBA members.

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## **ARTICLE 4: DEFINITIONS**

FOR THE PURPOSE OF THIS AGREEMENT:

A. **CHIEF OF POLICE or CHIEF**

Is defined to include the Chief of Police and/or his designee.

B. **CITY**

Is defined as the City of Punta Gorda, a municipal corporation under the laws of the State of Florida, consisting of an electorate, elected and appointed officials. For purpose of this agreement, the term "City" shall also mean the City Council, its appointed administrative officers, designees and representatives.

C. **CITY MANAGER**

Is defined as that person appointed by the City Council who is Chief Administrative/Executive Officer of the City and/or his designee.

D. **COMPUTING TIME**

In computing the time prescribed or allowed by this Agreement for taking some type of administrative action such as filing or responding to a grievance, the day of the act, event or occurrence from which the designated computing period begins shall not be included or counted. Computing periods shall be calculated using the definition of working day as specified elsewhere in this Article.

E. **DEPARTMENT**

Shall refer to the Police Department of the City of Punta Gorda, Florida.

F. **EMPLOYEE**

Unless otherwise indicated, an Employee is defined as an Employee of the City who is a member of the collective bargaining unit described in 2.1 herein.

G. **FISCAL YEAR**

Refers to the period that begins October 1 and runs through September 30, of the following year.

H. **HE OR SHE, HIS or HER**

Shall be used to designate individuals of both sexes.

**I. NOTICE**

Notice to the Local PBA President or other elected officer of the PBA by the City and to the Chief and Human Resources Director by the PBA or any Employee shall constitute compliance with any notice requirement under this CBA and the law. 5

**J. OVERTIME**

Overtime shall be defined as hours worked in excess of eighty-four (84) hours actually worked in a fourteen (14) day period.

**K. PAST PRACTICE**

A past practice must meet all three (3) of the following criteria that have been established by the Florida Public Relations Commission (PERC):

1. The practice must be unequivocal;
2. The practice must have existed substantially unchanged for a significant period of time; and,
3. The practice must be one which Employees could reasonably expect to continue unchanged.

**L. PBA or UNION**

Shall mean the collective bargaining agent, the Southwest Florida Police Benevolent Association, Inc.

**M. WORKINGDAY**

For the purpose of filing and responding to grievances and/or taking other administrative actions, shall refer to Monday through Friday, 8:00 AM until 4:30 PM each day, and excluding City-recognized holidays (P.R.R. 15.1, or as numbering sequence may be amended).

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## **ARTICLE 5: MANAGEMENT RIGHTS**

### **5.1 GENERAL**

**Unless otherwise modified by a provision of this Agreement, the City retains each of its management rights as articulated in Section 447.209 of the Florida Statutes.**

Except as specifically abridged or modified by a provision of this Agreement, City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to, the following:

- A. To determine the standards of service to be offered by the Police Department;
- B. To determine the standards of selection for employment;
- C. To hire, transfer, and promote Employees;
- D. To direct Employees, to take disciplinary action **for cause** up to, and including, termination;
- E. To relieve Employees from duty because of lack of work or for other legitimate reason;
- F. To issue rules, regulations, procedures, and standards;
- G. To contract and subcontract all existing and future work or services;
- H. To determine the methods, means and personnel by which City's operations are to be conducted;
- I. To establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public;
- J. To determine the content of job classifications and their descriptions;
- K. To exercise complete control and discretion over its organization and the technology of performing its work;
- L. To fulfill all of its statutory and Charter responsibilities.

## 5.2 STATEMENT OF NON-WAIVER OR RESTRICTION

None of the language above shall be interpreted as a waiver or restriction of the PBA's right to bargain with the City over mandatory subjects of bargaining, or to bargain with the City over the impacts of changes to permissive subjects of bargaining, as may become necessary through the City's exercise of one, or more, of the above-listed rights.

The City's exercise of the above listed rights in Article 5.1 shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

## 5.3 COMPLIANCE WITH LAW AND PBA COOPERATION

The PBA recognizes that the City and the Police Department are obligated to comply with all federal, state and local laws, ordinances, regulations, directives, and guidelines, including such matters as equal employment opportunity, and the PBA shall cooperate and do all things necessary to facilitate compliance with said laws.

## 5.4 EMERGENCIES

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



6.1

## ARTICLE 6: EMPLOYEE RIGHTS

### BILL OF RIGHTS

The City and the PBA shall comply with the provisions of Florida Statutes, Chapter 112.532, as it exists or may be amended, also known as the Law Enforcement Officer's Bill of Rights. **Claimed violations shall be subject to the remedial provisions of Section 112.534 of the Florida Statutes.**

6.2

### PBA ACTIVITY

A. Employees shall have and be protected in the exercise of their rights, freely and without fear of coercion, penalty, or reprisal, by any representative of the City, to join and participate in, or to refrain from joining or participating in, PBA.

B. Employees shall have and be protected in the exercising of their right, freely and without fear of coercion, penalty, or reprisal, by an representative of the PBA, to join and participate in, or to refrain from joining paticipating in. the PBA.

6.3

### PBA MEMBERSHIP

Nothing in this Agreement shall require an Employee to become a member, or remain a member of the PBA, or to pay any money to the PBA.

6.4

### PBA REPRESENTATION

An Employee shall have the right to PBA representation if the Employee so desires.

6.5

### FAIR AND EQUITABLE TREATMENT

Employees shall have the right to fair and equitable consideration of all provisions of this Agreement, operational procedures and directives of the Police Department, and the City's Personnel Rules and Regulations (PRR).

**6.6 APPLICABILITY OF CITY'S EMPLOYMENT RULES**

Employees are subject to all provisions of the City's PRR unless such provisions are in conflict with any article or element of this Agreement. In such cases, this Agreement shall control.

**6.7 PREVAILING RIGHTS**

All prevailing management rights, obligations, duties, policies, rules, regulations, procedures, and practices that are not addressed or modified by this Agreement shall remain in full force and unaffected.

**6.8 PERSONNEL FILES**

- A. The City shall maintain an official personnel file in the Human Resources Department for each Employee, and it shall contain a copy of all formal disciplinary actions and job performance reviews.
  - 1. Such files and records are subject to the provisions of Chapter 119, Florida Statutes, and shall be available for examination pursuant to the public records request provisions of the chapter.
  - 2. Any item placed in an Employee's official personnel file shall be subject to the retention provisions of General Records Schedule GS I-SL for State and Local Governments, as it exists or may be amended, which states that all personnel records are to be retained for 50 years after the date of termination.
- B. The Department may maintain a duplicate personnel file of the official personnel file maintained by the City, as well as any other records and files the Chief deems appropriate for the efficient operation and administration of the Department, not including records of oral reprimands. This duplicate personnel file shall be held by the Chief.

- C. Duplicate copies of disciplinary matters that are retained by the Department and held in the possession of the Chief or his/her designee shall be removed from duplicate copy files at the following times and under the following conditions provided in in this Article 6.8(C)(1)-(4). It shall be the responsibility of the Police Chief or his/her designee to ensure that the provisions of this Article are complied with.
- I. Verbal Warnings and Written Reprimands shall be removed from the duplicate file held by the Department and may not be used for purposes or evaluation or taking other administrative action with respect to an Employee, two (2) years from the date of written reprimand.
  2. Records related to suspensions or demotions shall be removed from the duplicate file held by the Department and may not be used for the purpose of evaluation or taking other administrative action with respect to an Employee, three (3) years from the date of the suspension or demotion.
  3. Should a violation occur that is substantively similar to a previous documented violation, the existing violation may be used for purposes of evaluation or other administrative action for an additional two (2) years, or three (3) years respectively, depending on the nature of the violation and the discipline that was administered, following which time such violations shall be removed from the duplicate file held by the Department.
  4. Nothing in the preceding shall preclude the Police Chief taking into account the entirety of an employee's performance when making administrative decisions, including, but not limited to transfers, promotions, or dismissal.

## **6.9 INSPECTION OF RECORDS**

- A. Subject to any applicable exemption under F.S. Chapter 119, as such Chapter exists or may be amended, upon request an active Employee shall be provided not more than one (1) copy in any twelve (12) month period of his personnel record without cost.

- B. Requests to inspect City Personnel Records shall be handled as provided in F.S. Chapter 119, as such Chapter exists or may be amended.
- C. If a private citizen requests to see an Employee's personnel records, the Employee shall be notified by the City's Human Resources Department at the earliest practical time.

#### **6.10 DISCIPLINE**

**The Employee's signature on any disciplinary instrument shall not prevent the Employee from initiating the grievance procedure in Article 7 herein.**

**It is the hope of the City that effective supervision and employee relations will avoid most difficulties which otherwise might necessitate discipline of employees. In an effort to rehabilitate Employees, it is the intention of the City to use progressive discipline.**

**Non-probationary employees may be disciplined for proper cause. Proper cause shall include the offenses set forth in the Group I and Group II offenses listed in PGPD Standard Operating Procedure 304.00 ("Standards of Conduct") and Subsection 11.5 of the Personnel Rules and Regulations. For Group I offenses, the progressive discipline schedule listed in SOP 304.00 shall be followed. For Group II offenses, an employee may be discharged for a first offense. For offenses not specifically listed in either Groups I and II of SOP 304.00, the schedule listed in Groups I and II of Subsection 11.5 of the PRR shall be followed. For offenses not specifically listed in Groups I and II of either SOP 304.00 or Subsection 11.5 of the PRR, the offense will be slotted into the most analogous offense in either Group I or II of SOP 304.00 for purposes of discipline.**

6.11 REPLACEMENT/REPAIR OF PERSONAL PROPERTY

Personal property of a bargaining unit Employee which is deemed by the City as reasonably necessary for use on the job, and is not issued by the City, which is lost, damaged or destroyed in the line of duty, except where Employee negligence is the cause, shall be replaced or repaired by the City at no expense to the Employee. Any claim(s) filed hereunder shall be limited to two hundred (\$200.00) dollars per Employee per incident. The Employee shall be reimbursed upon proof of replacement or repair.

6.12 RESIDENCY TAKE-HOME VEHICLE

The City reserves the right to administer a Take Home Vehicle Program subject to the terms outlined in General Operations Procedure 1105.00 Fleet System, as in effect on the date of the ratification of this Agreement or may be amended, subject to Article 20, so long as any amendment does not render void or otherwise adversely affect this Article 6.12, subject to the following provisions:

- A. In order to be assigned a take-home vehicle, Employees must live within thirty-five (35) road miles of the Department Headquarters, 1410 Tamiami Trail, Punta Gorda, FL. Employees who live outside this calculated distance will not be allowed to participate in this program;
- B. Employees who participate in this program shall comply with all the provisions of General Operations Procedure 1105.00, FLEET SYSTEM, as in effect on the date of ratification of this Agreement, or may be amended; and
- C. In the event the Chief determines that an Employee has violated General Operations Procedure 1105.00 Fleet System as in effect on the date of ratification of this Agreement, or may be amended, the Employee's take home vehicle privileges may be revoked.
- D. When a law enforcement officer is authorized to utilize their agency vehicle in accordance with General Operations Procedure 1105.00 Fleet Systems Department personnel are permitted De minimis travel usage including but not limited to non-essential personal errands.

## **ARTICLE 7: GRIEVANCE AND ARBITRATION GENERAL**

### **7.1 STATEMENT**

- A.** In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by both parties that there will be a **procedure for the** settlement of disputes involving the interpretation or application of this Agreement. Employee discipline shall be subject to the grievance and arbitration procedure herein.
- B.** In the event an Employee is given a directive by a supervisor which he or she believes to conflict with this Agreement, the Employee shall comply with the directive at the time given but may thereafter grieve such directive to the extent permitted by this Agreement. The Employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.
- C.** **Nothing in this Agreement will be construed to prevent any Employee from presenting his/her own grievance in person or by a representative to the Employer and having such grievances adjusted without intervention of the bargaining agent; and provided the adjustment is not inconsistent with the terms of this Agreement. If the aggrieved Employee requests PBA Representation, the grievant shall notify the Employer. It is the responsibility of the grievant to notify the PBA of any meeting called for the resolution of such grievances.**
- D.** For the purpose of this article, workdays shall not be defined with reference to the individual Grievant or Grievants, but rather shall mean 0800 to 1630 hours, Monday through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance was filed in a timely manner.

### **7.2 DEFINITION OF GRIEVANCE**

A grievance shall be defined as any dispute or disputes involving the application or interpretation of a part or parts of this Agreement including discipline.

7.3 ELECTION OF PROCEDURES

If an Employee has a grievance which may be processed under this grievance procedure, and which may also be processed under the City's grievance procedure under Section 12 or Section 13 of the City's PRR, as it exists or may be amended subject to Article 20, the Employee shall elect at the outset, in writing to both the City and the PBA prior to the deadline in Step 1 of this Article, which procedure is going to be used, and such election shall be binding on the Employee. An Employee who elects to use one procedure shall not use the other procedure.

7.4 GRIEVANCE STEPS

**The grievance procedure shall be administered in the following manner:**

**Step 1** - The aggrieved Employee or representative of the PBA shall present his grievance in writing to his immediate supervisor within ten ( 10) working days of when the Employee knew or should have known of the event giving rise to the grievance. The grievance shall be submitted on form Appendix A attached to this Agreement and incorporated herein, and must be completed in its entirety to be timely filed. The supervisor may meet with the Employee to attempt to settle the grievance and shall respond in writing within ten (10) working days after the meeting.

Step 2 - If the grievance is not settled at the first step, and the Employee desires to appeal. within ten ( 10) working days of the decision in Step 1, or the last day for the decision, whichever first occurs, the appeal shall be presented in writing to the Chief. The Chief shall meet with the Employee and respond in writing within ten ( 10) working days after the meeting.

Step 3 - If the grievance is not settled at the second step and the Employee desires to appeal, then within ten ( 10) working days of the decision in Step 2. the grievance shall be presented in writing to the City Manager. The City Manager shall meet with the Employee and respond in writing within ten (10) working days after the meeting.

Step 4 - If the grievance is still unresolved after Step 3, the matter may be submitted to final and binding arbitration, in accordance with Article 7.5 herein.

Any step herein may be skipped where the discipline was initiated by the supervisor to whom the Employee would otherwise be required to present the grievance. In such case, the timing for submitting the grievance runs from when the Employee knew or should have known of the event giving rise to the grievance.

Class Action Grievance -- The PBA may file a class action grievance when the grievance involves substantially similar or identical facts applicable to more than one (1) Employee. A class action grievance shall be initially submitted at Step 2. No monetary relief shall be awarded to any Employee who did not personally file and personally sign a timely grievance.

7.5

#### ARBITRATION

- A. Within ten (10) working days of the City Manager's response, the PBA shall notify the City in writing if the PBA intends to arbitrate.
- B. The PBA shall request in writing a list of seven (7) names of qualified arbitrators from the Federal Mediation and Conciliation Service. Only arbitrators who maintain a mailing address in Florida, and who charge no travel expense from out of state shall be requested.
- C. Upon receipt of the list, the PBA will notify the City. The PBA and the City shall then select the arbitrator from the list as follows, engaging in alternate strikes of one name each until only one name remains. In disciplinary grievances the City shall strike first and in non-disciplinary grievances the PBA shall strike first. The remaining name shall be notified of his selection as arbitrator.
- D. As promptly as can be arranged, a hearing shall be held with the arbitrator's final decision binding on both parties provided the decision complies with applicable law and does not exceed the authority granted him by this Agreement.



7.6 COSTS

The arbitrator's fee, the appearance fee for the court reporter, and cost of the arbitrator's copy of the transcript (if requested) shall be split equally by both parties. Each party shall be responsible for their own attorneys' fees and costs, witness fees and the costs of their own copy of the transcripts, if ordered. The City agrees that the Employee and any of the Employee's City employed witnesses shall not lose pay while attending the arbitration, provided the Employee and the Employee's City employed witnesses are on duty or scheduled to be working at the time. However, the City shall not pay any Employee or Employee's City employed witnesses for preparation time.

7.7 PBA REPRESENTATION

At all steps within the grievance and arbitration procedure the Employee or Employees bringing the grievance shall be entitled to have the Union representative, which may include a Union attorney, in attendance to assist him or her.

INDIVIDUAL GRIEVANCES

7. Nothing in this Agreement shall be construed to prevent any Employee, at any time, from presenting his/her grievance and having their grievance adjusted without the intervention of the PBA, provided:

- A. The adjustment is not inconsistent with the terms of this Agreement;
- B. The PBA has been given a reasonable opportunity to be present at any meeting called for the resolution of such grievances; and
- C. The PBA shall retain exclusively its right to appeal a grievance to final and binding arbitration on behalf of the Employee, unless the law provides otherwise.

7.9 FAILURE OF MANAGEMENT TO RESPOND

If a supervisor does not timely respond to a grievance as provided in Step 1, the aggrieved Employee may proceed to Step 2. If the Chief does not timely respond to a grievance as provided in Step 2, the aggrieved Employee may proceed to Step 3.

7.10 FAILURE OF THE CITY MANAGER TO RESPOND

If the City Manager does not timely respond to a grievance as provided in Step 3, the PBA may, in writing, demand a written response. If no such written response is received ten (10) working days after receipt of such demand, the PBA may elect to proceed with binding arbitration. In such event, the cost of the arbitrator shall be paid by the City.

7.11 EXTENSION OF TIME

Any time limit provided in this grievance **and arbitration** procedure may be extended by mutual Agreement of the aggrieved Employee or the PBA and the City.

7.12 COMBINATION OF GRIEVANCES

Whenever two or more grievances are pending involving substantially the same issue, **upon written agreement by the PBA and the City, the grievances shall be combined.**

7.13 TIME LIMITS

Unless the PBA and the City agree otherwise, failure to initiate a grievance within the time limits set forth herein shall be deemed a waiver of the grievance. Similarly, unless the PBA and the City agree otherwise, failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.

7.14 FILING OR PENDENCY OF A GRIEVANCE

The filing or pendency of any grievance under the provisions of this article shall in no way impede, delay or interfere with the right of the City to take the action complained of or excuse an Employee from following the instructions of management.

7.15 AUTHORITY OF ARBITRATOR

The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. The arbitrator shall not have the authority to add or detract from or modify any of said terms, or to limit or impair any right that is reserved to the City, or PBA, or Employee, or to establish or change any wage or rate of pay that is contained in the Agreement. The arbitrator shall not award any monetary relief to any Employee who has not filed and processed a grievance signed by the Employee in a timely manner.

For disciplinary cases, the arbitrator's authority is limited to determining whether the proof established that the alleged violation occurred, whether the offense was properly deemed to be a Group I or II offense (or slotted accurately into Group I or II), and whether the City has accorded equal disciplinary treatment in identical or substantially similar circumstances. The arbitrator may only overturn or modify the disciplinary penalty where the arbitrator determines that the proof did not establish that the alleged violation occurred, the offense was not properly deemed to be a Group I or II offense (or not slotted accurately into Group I or II), or that the City has not accorded equal disciplinary treatment in identical or substantially similar circumstances. In all other cases, the arbitrator must sustain the discipline.

7.16 WITHDRAWAL OF REQUEST FOR ARBITRATION

The party requesting arbitration may withdraw from the arbitration proceedings at any time by notifying the other party in writing; however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto, unless the parties agree otherwise. In the event of a settlement, the parties shall share the costs of the arbitrator, unless the parties agree otherwise.

7.17 MITIGATION

All claims for back wages and other benefits shall be limited to the amount of wages or other benefits that the Employee otherwise would have earned from employment by the City, less any unemployment compensation, Social Security compensation, wages earned elsewhere and a reduction for periods the Employee was unavailable or unable to work.

## ARTICLE 8: PBA REPRESENTATION AND BUSINESS

### 8.1 COPIES OF RULES AND REGULATIONS

- A. The City shall provide the PBA with a copy of all written rules and regulations pertaining to employee-employee relations that are applicable to bargaining unit members.
- B. New rules or regulations or changes to existing rules and/or regulations shall be provided to the PBA fifteen (15) working days prior to the new rule's effective date to give the PBA time to review and request bargaining as may be applicable, in accordance with Article 20.

### 8.2 BULLETIN BOARD

- A. The PBA shall have, in every workplace where members are assigned, a bulletin board, beginning on the date of this Agreement. Space assigned to the PBA shall not exceed twenty four (24) inches by thirty six (36) inches of the area of each such bulletin board.
- B. All materials placed upon the bulletin board by the PBA will be signed by the PBA President or his designee, and copies of any materials to be posted shall not be posted without the advance approval of the City Police Chief or his designee.
- C. Materials placed on the bulletin board shall pertain only to PBA business and activities and shall not contain anything political or controversial, nor anything reflecting negatively upon the City, any of its Employees or officials or its constituent or independent agencies. No materials, notices, or announcements which violate the provisions of this section shall be posted.

### 8.3 PBA BUSINESS PAID LEAVE BANK

A Union Business Paid Leave Bank may be established, organized, and administered by the bargaining unit.

- A. If the bargaining unit chooses to establish such a bank, it shall be funded through a mandatory contribution of two (2) hours from each bargaining unit member's vacation balance upon receipt of a valid written authorization from the Employee.
- B. If a member does not have sufficient hours to contribute to the Bank, the Employee shall do so as soon as the Employee has accrued sufficient leave to do so.

- C. Employees who are on probation, and unable to take vacation time, shall be authorized to donate accrued hours to create or replenish the Bank as soon as they have accrued enough hours. Employees who are not members of the bargaining unit shall not be required to contribute to the Bank but may do so voluntarily.
- D. It shall be the responsibility of the bargaining unit to establish a minimum Bank balance, and to provide for the replenishment of the Bank through appropriate documentation, approved by the City.
- E. The City shall create a payroll code so that hours taken by the bargaining unit representative may be accounted for appropriately.
- F. Utilizing hours from the Union Business Paid Leave Bank, the designated bargaining unit representative may request time off with pay to conduct bargaining unit business such as attending meetings, bargaining unit functions and contract negotiations.
- G. If there are insufficient paid leave hours in the Bank, the designated bargaining unit representative may request time off and use accrued paid vacation leave or comp time, or leave without pay in order to conduct bargaining unit business.
- H. Requests for leave to conduct union business will not be unreasonably denied except for operational reasons as determined by the Chief and the City agrees to provide such time off, but no more than sixty (60) hours per working year/not more than five (5) work shifts per working year.
- I. Requests will be in writing and directed to the Chief of Police. The Chief, or his designee, retains the right to restrict time off for all other Employees for Union business when he determines their absence would interfere with Departmental operation.

**8.4 CITY EQUIPMENT, VEHICLES, FACILITIES and UNION ACTIVITIES**

- A. No City equipment or vehicles shall be used for Union activities without permission of the Chief.

- B. Union activities by Employees or Union representatives shall in no way interfere with the operations of the Department and shall not be conducted during times the Employees are being paid to perform actual work.**
- C. In order to ensure operational efficiency, such activities shall not be conducted in work areas of the Department at any time without permission of the Chief, or his designee.**

**8.5 NOTICE OF PBA REPRESENTATIVE**

**The PBA shall notify the Police Chief in writing as to who is the designated PBA representative and as to any change in the designated representative.**

## **ARTICLE 9: STRIKES**

### **9.1 STRIKES PROHIBITED**

- A. The PBA, and its members, shall not participate in a strike against the City by instigating or supporting in any manner a strike. Any violation of this Article shall subject the violator to the penalties provided under F.S. Chapter 447.507.
- B. "STRIKE" means:
  - 1. The concerted failure to report for duty resulting in work stoppage or slowdown of work;
  - 2. The concerted submission of resignations;
  - 3. The concerted absence in whole or in part by any group of Employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment;
  - 4. Participating in a deliberate and concerted course of conduct which adversely affects the service of the public employer;
  - 5. The concerted failure to report for work after the expiration of a collective bargaining Agreement;
  - 6. Picketing in furtherance of a work stoppage;
  - 7. The term "strike" shall also mean any preparation, including, but not limited to, the establishment of strike funds with regard to the above listed activities.

### **9.2 TERMINATION FOR VIOLATION**

- A. Each Employee agrees that he will not, under any circumstances or for any reason, including sympathy for or support of other Employees or PBAs, engage in a strike during the term of this Agreement.
- B. It is agreed that any violation of this Article will be grounds for discharge and such discharge will not be reviewable under the grievance procedure except on the question of whether such violation occurred.

### **9.3 AFFIRMATIVE EFFORTS TO STOP VIOLATION**

- A. All bargaining unit members, as well as the PBA, agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article.
- B. Such activities will include but will not be limited to public statements at meetings and written notices to all Employees that such actions are in violation of this Agreement and the law.

### **9.4 INFORMATIONAL PICKETING**

The City agrees that nothing in this Article shall prohibit otherwise lawful informational picketing. The City further agrees that it shall not lock out Employees for the duration of this Agreement unless Section 9.1 is violated.

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## **ARTICLE 10: DUES/PAYROLL DEDUCTION**

### **10.1 DUES DEDUCTION**

Employees may authorize payroll deductions for the purpose of paying PBA dues including fees and assessments. The City shall have no responsibility or any liability and shall be held harmless by the PBA against any and all suits, claims, demands that may arise from this Article.

### **10.2 DETERMINATION OF DUES**

The PBA will notify the City of the amount of dues. Such notification will be made in writing over the signature of PBA Official. Changes in PBA dues will be similarly reported to City, with notification at least one month in advance of the anticipated effective date of any such changes.

### **10.3 SERVICE CHARGES**

- A. The City shall deduct from the amount of dues to be paid to the PBA the following expenses of bookkeeping, retention, auditing and transmittal of funds: One hundred fifty Dollars (\$150.00) per fiscal year.
- B. The above service charge shall be effective the first month after final ratification of the Agreement and shall be pro-rated and collected monthly.

### **10.4 PAYROLL DEDUCTION AUTHORIZATION**

Upon receipt of a signed payroll deduction authorization, the City shall deduct the next payroll those PBA dues certified in writing by a PBA Official, fourteen (14) days after receipt by the City of a legally valid payroll deduction form.

### **10.5 REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION**

A payroll deduction authorization may be revoked by an Employee upon written notice to the City and certification by the Employee that the PBA has been notified.

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## **ARTICLE 11:**

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## **ARTICLE 12: INITIAL EVALUATION PERIOD**

- 12.1** The initial evaluation period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the Employee's work, for securing the most effective adjustment of the new Employee to his/her position, and for separating Employees whose performance does not meet the required standards.
- 12.2** The standard initial evaluation period for all new Employees shall be twelve (12) months. If applicable, the initial evaluation period will not begin until successful completion of the Police Academy. Upon expiration of the initial evaluation period, if the Employee is still employed, the Chief of Police may:
- A. Recommend, in writing, retention of the Employee, at which time the Employee shall be granted regular status; or,
  - B. Extend the initial evaluation period up to 90 days; or,
  - C. Determine if the Employee has not successfully completed the initial evaluation period. In the event of failure to successfully complete a new hire initial evaluation period, the Employee shall be terminated.

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**ARTICLE 13: HOURS OF WORK, OVERTIME, OTHER PREMIUM PAY**

**13.1 HOURS OF WORK**

In order to provide for the effective protection of the community, the City has determined that it may be necessary to configure hours of work into shift configurations. Therefore, the Chief or his designee shall assign shifts to Employees according to Article 13.1.A (below) subject to operational needs consistent with the mission of the Department.

**A. All shifts shall consist of eighty-four (84) actual working hours in a fourteen (14) day period, which period shall always begin on Monday and end on Sunday, in one of the following configurations:**

1. Working a total of seven (7) days of twelve (12) hour shifts in a rotating repeating schedule, where in one week the Employee works each day except Wednesday and Thursday, and in the other week the Employee works only Wednesday and Thursday; or
2. Working a total of ten (10) days, Monday through Friday, in both the first and second week, of eight and one half (8.5) hours each Monday through Thursday, and on Friday working only eight (8) hours, with Saturday and Sunday being off days in each week; or
3. Working a total of eight (8) days of ten-and-a-half (10.5) hours, with the Employee working four (4) days in both the first and second week; or
4. Some other shift configuration that may be deemed operationally necessary consistent with the mission of the Department. In such instances the Chief shall exercise final decision-making authority.

**B. All changes in in an Employee's shift configuration at the directive of the Chief shall be made with sufficient notice to the Employee, which shall be at least two weeks in advance of the first day of the new shift configuration workday, unless circumstances render such notice impossible or impractical; however, for Employees in Community Engagement, notice may be at least one (1) week in advance, unless circumstances render such notice impossible or impractical.**

**C. Regardless of shift configuration, the calculation used to arrive at an Employee's hourly wages shall comply with the provisions of Appendix B, attached hereto and incorporated herein, as contained in this Agreement.**

**13.2 HOURS WORKED**

**A. Hours worked shall include:**

- 1. Hours actually worked;**
- 2. Compensatory (Comp) time;**
- 3. Paid vacation hours.**

**B. Comp time and paid vacation hours shall be included as hours worked for purposes of calculating wages, provided that the use of such hours is only to pay for time lost due to actual absences, and not added on top of a pay period in which the Employee actually was on the job and worked all prescribed hours.**

**13.3 OVERTIME**

- A. For all Employees, regardless of shift configuration specified in Article 13 .1 herein, overtime is defined as hours worked, as specified in Article 13 .2 above, in excess of eighty-four (84) hours worked in a fourteen (14) day period. Overtime wage calculations shall comply with all applicable laws, statutes, or ordinances.**
- B. Employees may not be involuntarily rescheduled for less than full shifts solely for the purpose of avoiding payment of overtime; a scheduled shift assignment may, however, be terminated early or extended if staffing needs allow. Furthermore, the Chief of Police may, in his or her sole discretion, make reassignments as he or she sees fit for purposes of filling unexpected scheduled shift absences.**

**13.4 COURT TIME**

**Court time for Employees shall be paid in accordance with PRR Section 19, as in effect on the date of the ratification of this Agreement; provided, when an Employee is subpoenaed as a witness (including during depositions, pre-trial meetings or hearings, and for trial), in a matter involving his duties as an Employee during his non-duty hours, the Employee will be compensated for court time for a minimum of three (3) hours, provided the Employee performs all the work assigned. All court time shall be compensated at one and one-half (1 ½) times the Employee's regular rate of pay.**

### **13.5 CALL-OUT TIME**

When an Employee is "called out" and required to return to work during what would normally be off-duty hours, he will be compensated for a minimum of three (3) hours, provided that the call out was of an un-scheduled nature. If the Employee is required to attend a scheduled function during what would normally be off-duty hours, he will be compensated for a minimum of two (2) hours. All call-out time, scheduled or un-scheduled, shall be compensated at the rate of time and one half (1 ½) their regular rate of pay.

### **13.6 COMPENSATORY {"COMP"} TIME**

- A. Employees may exercise the option of converting into comp time, on a one hour for one hour basis, up to four (4) straight time hours worked that are in excess of eighty (80) hours. Such converted hours shall be taken at straight time.
- B. Employees shall be authorized to accrue, in lieu of overtime payment, compensatory (comp) time. Overtime hours worked that are accrued as comp time shall be accrued at time and one half (1-1/2) and taken at straight time. The maximum amount of overtime an Employee may convert is eighty-four (84) hours, provided that the total of converted overtime hours and hours that were converted as specified in Article 13.6.A do not exceed one hundred twenty-six (126) hours of compensatory time. Comp time may not be taken if the result is the need for another Employee to work overtime in order to cover the absence. Employees may only take comp time with the approval of their supervisor and the Chief, just as they would for vacation leave.
- C. The maximum number of comp time hours that may be carried forward from one fiscal year to the next is eighty-four (84). Employees shall be paid in cash, at fiscal year's end, at their current rate of pay, for the number of unused comp time hours that they have earned, in excess of eighty-four (84), up to a maximum of forty-two (42) hours.

### **13.7 EXTRADUTYDETAILS**

Since it is not possible to make the changes to extra duty pay retroactive, these changes would not be effective until ratified by City Council.

- A. Postings for extra duty details shall be date- and time-stamped so that regular, full-time sworn personnel can clearly see the protected period of time in which they shall have preference to sign up for extra duty details.

- B. Employees who accept extra duty details to work a special event shall be paid at the rate of forty dollars (\$40.00) per hour.
- C. Employees who accept extra duty details to work a special event on a city recognized holiday, New Year's Eve, and Easter shall be paid at the rate of fifty-seven dollars (\$57.00) per hour.
- D. If the City schedules a detail less than forty-eight (48) hours in advance, the Employee shall be paid at the rate of fifty-seven (\$57.00) per hour.
- E. Corporals and above may be authorized by the Chief to fill the role of supervisor at large public events that require an extra duty supervisor. Employees who accept extra duty details as an extra duty supervisor shall be paid at the rate of forty-seven (\$47.00) per hour.
  
- F. Regular sworn personnel shall have first option to accept extra duty details for a period of forty-eight (48) hours after the extra duty detail becomes available.
- G. Sworn reserve officers may sign up for extra duty details after the forty-eight (48) hour period noted in Article 13.7.E has elapsed.
- H. Any extra duty hours worked in a pay period will be paid out on the Employee's paycheck for said pay period when possible.

### **13.8 ON-CALL PAY**

- A. Employees assigned to the position of Detective and placed on on-call status shall:
  - 1. Remain within radio, cell phone, or telephone contact; and,
  - 2. Refrain from any off-duty activities that would prohibit him from immediately responding to a call in a reasonable amount of time.

- B. Failure to comply with these requirements or respond in a timely fashion may lead to discipline.
- C. In addition, Employees assigned to the position of Detective shall receive two hundred fifty-six dollars (\$256) per week when placed on-call.

**13.9 SHIFT ASSIGNMENTS FOR POLICE OFFICERS**

- A. In determining the number of departmental Employees working various shifts, the PBA recognizes the Police Department has a right to distribute and assign manpower.
- B. The Chief of Police has the discretion to determine and assign the number of experienced officers on each shift.
- C. In no event shall the Chief utilize the shift assignment process or assign shifts as a form of disciplinary action.

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## ARTICLE 14: TEMPORARY HIGHER CLASSIFICATION AND PROMOTIONS

### 14.1 TEMPORARY WGBER CLASSIFICATION

- A. Police Officer to Acting Corporal  
Police Officers who are assigned to temporarily fill the position of Corporal shall receive temporary assignment pay of five percent (5%) above their base rate of pay, as provided in Appendix B or bottom of Corporal pay range after three (3) complete shift! and retroactive to the first hour acting in the higher class.
- B. Corporal to Acting Lieutenant
1. Corporals who are assigned to temporarily fill the position of Lieutenant shall receive temporary assignment pay of 5% above their base rate of pay, as provided in Appendix B, after three (3) complete shift!, and retroactive to the first hour acting in the higher class.
  2. On the 22nd consecutive calendar day, the Employee's rate of pay shall be moved to the bottom of the Lieutenant pay range, or a five percent (5%) pay increase above their base rate of pay as provided in Appendix B, whichever is greater. Concurrent with the pay adjustment specified in Article 14.1.B.2 herein, the employee shall be reclassified as an Acting Lieutenant, and shall be treated and paid in all respects as a Lieutenant, including exempt status and eligibility for overtime pay.
- C. Police Officer to Acting Lieutenant.
1. The Police Chief, or designee, reserves solely the right to promote a Police Officer to Lieutenant.
  2. Police Officers who are assigned to temporarily fill the position of Lieutenant shall receive a pay adjustment to the bottom of the Corporal pay range, or ten percent (10%) above their base rate of pay as provided in Appendix B, whichever is higher, after three (3) complete shift!, retroactive to the first hour.

3. Subsequent to the temporary higher classification referenced in Article 14.1.C.1, Police Officers who are assigned to temporarily fill the position of Lieutenant as specified in Article 14.1.C.2 above, shall be paid accordingly for the first twenty-one (21) consecutive days in the temporary Lieutenant capacity.
4. On the 22nd consecutive calendar day, the Employee's rate of pay shall be moved to the bottom of the Lieutenant pay range, or a five percent (5%) pay increase above their base rate of pay as provided in Appendix B, whichever is greater. Concurrent with the pay adjustment specified in Article 14.1.C.4 herein, the employee shall be reclassified as an Acting Lieutenant, and shall be treated and paid in all respects as a Lieutenant, including exempt status and eligibility for overtime pay.

D. Avoidance of Premium Pay

The City shall continue its policy of not manipulating temporary assignments for the purpose of avoiding premium pay.

14.2 PROMOTION TO CORPORALS

Consistent with the applicable Police Department SOP, as it exists on the date of this Agreement or may be amended, subject to Article 20, Employees who meet the minimum qualifications as determined through a competitive process, as specified in the SOP, shall be placed on a promotional list and shall receive consideration by the Chief when elevating Officers to the rank of Corporal. Each promotional list shall be valid for two years from the date it is created.

14.3 PROMOTION TO LIEUTENANTS

Consistent with the applicable Police Department SOP, as it exists on the date of this Agreement or may be amended, subject to Article 20, Employees who meet the minimum qualifications as determined through a competitive process, as specified in the SOP, shall be placed on a promotional list and shall receive consideration by the Chief when elevating Officers or Corporals to the rank of Lieutenant. Each promotional list shall be valid for two years from the date it is created.

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## **ARTICLE 15: WAGES**

*[Note: Below language is ji-om prior Appendix B]*

### **Section 1: General Provisions**

Employees covered by this CBA shall be paid in accordance with the Pay Plan attached hereto and made a part hereof.

- A. All Employees must be State Certified Police Officers by the State of Florida and failure to maintain certification may result in temlination of employment.
- B. The hourly rate for the purpose of calculation of ove1time pay shall be one and one-half (1 ½) times the Employee's hourly rate, which is based on dividing the Employee's annual base salary plus any other specialty pay by 2184.
- C. No Employee's hourly rate of pay shall be less than the minimum, nor more than the maximum, of the pay range to which his/her classification is assigned, except as otherwise specified in this Agreement.

### **Section 2: Establishment of Pay Ranges**

- A. **This** CBA shall establish a pay range system, and the minimum♦ and maximum♦ of the pay range♦ shall remain fixed until such time as there is an adjustment to each of the pay ranges covered by this CBA.

Police Officer and Police School Resource Officer, Pay Grade 35, shall **consist of the following pav ranges:**

B.

1. **Effective October 1, 2022, the minimum pay will be \$24.27 per hour (\$53,005.68 annually) and the maximum pay will be \$36.33 per hour (\$79,344.72 annually);**
2. **Effective April 1, 2023, the minimum pay will be \$24.76 per hour (\$54,075.84 annually) and the maximum pay will be \$37.06 per hour (\$80,939.04 annually).**

- C. Police Corporal, Pay Grade 36, shall consist of the following pay ranges:
1. Effective October 1, 2022, the minimum pay will be \$26.69 per hour (\$58,290.96 annually) and the maximum will be \$39.95 per hour (\$87,250.80).
  2. Effective April 1, 2023, the minimum pay will be \$27.22 per hour (\$59,448.48 annually) and the maximum will be \$40.75 per hour (\$88,998.00 annually).
- D. Effective the date of this Agreement, members of the bargaining unit shall be paid at the rate specified in the Pay Schedule attached hereto as Appendix B-4, which is incorporated herein. **The pay adjustments herein are in lieu of annual merit increases in year 1 of this Agreement.**
- E. **Employees shall receive a 4% merit increase on their anniversary date upon receiving a minimum performance rating of "Meets Expectations."**
- F. **Anniversary Date - Current employees will continue to have October 1 as their anniversary date unless they are promoted or separate from the City and return. New hires will have their hire date as their anniversary date. Promoted employees will have the date of promotion as their anniversary date.**

**Section 3: Initial Probationary Employees**

- A. Employees who have not yet completed their initial probationary period (as specified in Article 12.2 of this CBA) or any extension thereof, will not be eligible for a pay increase.
- B. Upon successful completion of probation, or any extension thereof, Employees shall receive a 4% pay increase. Thereafter, they shall move through the pay range on the same basis and on the same schedule as all other Employees. **An Employee who successfully completes their probationary period shall next be eligible for a merit increase on their anniversary date.**

**Section 4: Promotion to Corporal**

- A. **When an Employee is promoted to the position of Police Corporal, they shall receive the greater of a five percent (5%) increase or the minimum of the Police Corporal pay grade.**
- B. **An Employee newly promoted to Police Corporal shall serve a six (6) month promotion probationary period.**

**Section 5: Specialty and Incentive Pays**

Specialty Assignments are a pay status for Employees who are assigned or selected, as the case may be, by Management to serve in specific capacities as set forth herein.

- A. During the term of this CBA, the Chief, with City Approval, and subject to bargaining with the PBA, shall have the option of establishing incentives for special teams.

B. Specialty pay in the amount of \$46.15 per two-week pay period shall be paid to active members of the following units who shall be selected at the sole discretion of the Police Chief:

- I. **SWAT;**
2. Dive Team;
3. Canine Unit;
4. Field Training Officer;
5. Marine Unit.i\_
6. **School Resource Officer.**

C. **Detective**

Effective October 1, 2019, Employees who serve in the Detective role shall receive Detective incentive pay in the amount of fifty cents (\$.50) per hour for all hours worked. If a Detective is assigned to non-detective duties for twenty (20) or more working days, the incentive pay shall be removed from their hourly rate of pay until such time as they return to detective duties.

**Section 6: Shift Differential**

Shift differential pay of one dollar(\$1.00) per hour shall be authorized for Employees and subject to the following terms and conditions:

- A. Employees whose regular assignment is the night shift (currently 6:00 p.m. to 6:00 a.m.) shall receive shift differential:
1. For all hours worked during the night shift;
  2. If the Employee is required to begin work more than two (2) hours before his shift begins and continues to work into his regular night shift, he will receive the shift differential retroactive to the time he reported to work;
  3. If the Employee is required to continue to work more than two (2) hours beyond the end of his regular night, he shall receive the shift differential retroactive to the end of his regular night shift;

- B. Employees not regularly assigned to the night shift:
1. If the Employee is required to report to work more than two (2) hours before his regular shift and continues to work his entire regular shift, the shift differential shall be paid retroactive to the time the Employee reported to work but shall cease when the Employee begins his regular shift.
  2. If the Employee is required to continue to work more than two (2) hours after his regular shift, the shift differential shall be paid retroactive, but only to the end of the Employee's regular shift.
  3. Employees who are called out shall have the shift differential included in the call out rate under Article 13.5 for those hours that qualify for shift differential under Article 15, Section 6 contained herein.

#### Section 7: Bargaining Unit Work

The Chief retains the right to utilize casual, part time, supervisory, managerial or other qualified Employees and volunteers to perform bargaining unit work, including work that would be overtime if worked by bargaining unit Employees, for purposes of operational efficiency, if upon the Chief first giving bargaining unit Employees 24 hours' notice (unless such notice is impossible or impracticable) that the Chief is seeking such coverage as provided in this Section 7, the bargaining unit Employees are not available to cover the unit work requested by the Chief.

#### Section 8: New Employees

The City reserves the right to hire new Employees at any rate within the Police Officer or Corporal pay grades based on their experience, education and the needs of the Department.

**ARTICLE 16: SICK LEAVE AND FITNESS FOR DUTY**

**16.1 APPLICABILITY OF PERSONNEL RULES AND REGULATIONS IPRR'S)**

Section 17 of the City's Personnel Rules and Regulations, as it now exists or as it may be amended subject to Article 20, provided that any amendment shall not render void or adversely affect this Article 16, shall apply except as follows:

- A. The rate of earning Sick Leave shall be eight point four (8.4) hours per month, provided the Employee is not on unpaid status more than forty-two (42) hours during the month, except that the provisions of Section 30 (Workers Compensation) of the City's PRR shall apply.
- B. The minimum notice for sick leave use under this CBA shall be two (2) hours prior to start of shift assignment.

**16.2 SICK LEAVE AND FMLA**

For purposes of this Article, Sick Leave and FMLA shall be deemed to comply with Sections 17 and 20 of the City's Personnel Rules and Regulations (PRR), as they now exist or may be amended subject to Article 20, provided that any amendment shall not render void or adversely affect this Article 16, unless otherwise specified in this Agreement. If the provisions of the FMLA are applicable for the Employee's own serious health condition, upon expiration of the job protections afforded by FMLA, and Employee is still unable to return to full duty or light duty, the City shall notify Employee by certified letter, one (1) week prior to expiration of FMLA, that:

- A. Employee's FMLA protections will expire on a date certain;
- B. The City is extending job protection for thirty working (30) days as a reasonable accommodation under the Americans with Disabilities Act (ADA). Such reasonable accommodation time period may be extended, subject to the interactive process as required under the provisions of the ADA;



- C. In order for the Employee to return to work, he/she must comply with all the provisions of Appendix C, attached hereto and incorporated herein.
  - 1. If the Employee's personal health condition is due to an injury that was sustained on the job the City shall select the physician and pay the cost of the physical examination.
  - 2. If the Employee's personal health condition is due to an injury or illness that was not job-related, Employee shall be responsible for selecting the physician, paying the cost of the physical examination, and ensuring that the physician provides a signed and completed Essential Job Tasks form as specified in Appendix C.

### **16.3 FITNESS FOR DUTY**

- A. The Union and the City recognize the necessity to maintain a minimum level of fitness in order to perform the physical functions of a sworn Police Officer.
- B. To that end, the City shall provide Employees with an annual physical examination performed by a qualified vendor mutually agreed upon by the City and the PBA pursuant to the provisions of Appendix D, attached hereto and incorporated herein.
- C. The City shall provide the annual physical exam as provided in Appendix D to Employees during each year of this Agreement; when possible, the annual physical exam shall occur concurrent with the physical exam provided to members of the Punta Gorda Fire Department or shall occur in such a way as to maximize the services of the provider.

### **16.4 WORKERS' COMPENSATION**

Where the need for leave due to a Workers' Compensation injury constitutes an FMLA-qualifying reason, any resulting leave time will be concurrently designated as FMLA.

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**ARTICLE 17: VACATION TIME**

Vacations will be as defined in the City of Punta Gorda Personnel Rules and Regulations in effect as of the date of this Agreement, section(s) titled VACATION, with exceptions to such as those listed in this section below.

<b>Continuous Years of Service</b>	<b>Annual Rate of Accrual</b>
0 months, but less than 5 years	84 hours
Upon completion of 5 years	126 hours
Upon completion of 10 years	151.2 hours
Upon completion of 15 years	176.4 hours

- 17.1** Employees may carry forward 200 hours of vacation leave to the next fiscal year, and authorize the City to direct the monetary value of accrued, but unused, vacation leave in excess of 200 hours, up to a maximum of forty-two (42) hours, into a tax-deferred plan of the Employee's choosing, provided that the plan selected by the Employee is currently available as a tax-deferred option to all City Employees.
- 17.2** All vacation leave in excess of 200 hours that is not used or directed into a tax-deferred plan shall be lost.
- 17.3** If the City exercises its management rights with regard to scheduling and such action results in the Employee's inability to expend accrued vacation hours as specified in Article 17.1, the City Manager shall have the authority to review such circumstances on a case by case basis.

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## ARTICLE 18: EQUIPMENT/ CLOTHING ALLOWANCE

### 18.1 DETECTIVES

- A. All Employees assigned to the position of Detective shall receive a semiannual payment of \$500 as a clothing allowance, plus \$350.00 semiannually for cleaning allowance. This allowance shall be pro-rated from October 1 to accommodate new hires or promotions.
- B. All Employees assigned to the position of Detective shall receive an annual payment of \$150.00 as a shoe allowance. Shoes purchased using this allowance must be of an appropriate color and style, to be determined by the Chief.

### 18.2 OTHER EMPLOYEES

- A. All other Employees required to wear a uniform shall receive a semiannual payment of \$350.00 as a cleaning allowance. Honor Guard Team members shall receive an additional \$50.00 to their semiannual cleaning allowance, giving them a semiannual payment of \$400.00 as cleaning allowance. This allowance shall be prorated from October 1 to accommodate new hires or promotions.
- B. All Employees required to wear a uniform shall receive an annual payment of \$150.00 as a shoe allowance. Shoes purchased using this allowance must be of an appropriate color and style, to be determined by the Chief.

### 18.3 INITIAL ISSUE AND REPLACEMENT

Upon hiring a new Employee, the City agrees to provide an initial issue of five (5) pairs of pants and five (5) shirts, and agrees to provide new uniforms on an "as needed" basis, as requested by the officer, reviewed by the shift supervisor and approved by the Chief.

### 18.4 VEST

The employer will purchase and provide each police officer a bullet resistant vest. The vest will be replaced when determined by the Chief to no longer be safe and serviceable. A request for replacement vest shall, if denied, be explained by the Chief in writing.

18.5 FIREARMS AND PRACTICE AMMUNITION

- A. The City will provide each officer, at no cost to the officer, an on-duty firearm. The make and caliber of the firearm shall be as directed by the Chief.
- B. In lieu of carrying a private off duty weapon, the officer may carry the weapon assigned (weapon trained and qualified on) and issued by the Punta Gorda Police Department, as long as the weapon is concealed.
- C. Each quarter, the City shall provide practice ammunition, the makeup of which will be determined by the Chief, provided that the Employee establishes to the satisfaction of the Chief that the ammunition is being used for legitimate practice shooting. Distribution of practice ammunition is dependent on the availability of ammunition for purchase by the City. The foregoing is in addition to "qualification" ammunition.

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## **ARTICLE 19: INSURANCE/DEATH BENEFITS**

### **19.1 GENERAL**

- A. The City shall make available Group Medical, Dental and Life insurance programs, on a group basis, to all unit Employees to the same degree and under the same conditions that such insurance is provided to other City Employees.
- B. To promote better understanding of the City's medical, dental, and life insurance programs, the City shall ensure that members of the bargaining unit are notified at least one week in advance of any such insurance meeting(s). Bargaining unit members are welcome to attend such meeting(s) provided that they use personal leave time, or PBA business leave time.

### **19.2 NOTICE OF CHANGES**

The PBA shall be notified of any change in insurance carriers, scope of coverage, or amount of coverage and of increased amounts to be paid by Employees under the Article.

### **19.3 DEATH BENEFIT**

The City will provide Employees a line-of-duty death benefit in accordance with applicable law.

### **19.4 RETIREE HEALTH INSURANCE PARTICIPATION**

- A. Pursuant to Chapter 112.0801 F.S., as it exists or may be amended, Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active Employees at a premium cost of no more than the premium cost applicable to active Employees. Retirees are responsible to pay 100% of the premium for themselves and dependents who may be on the plan.
- B. Retirees and their eligible dependents shall be required to make regular, timely premium payments to the City for this insurance coverage. The City shall have no obligation to provide any type of subsidy to Retirees for the payment of insurance coverage.
- C. **This agreement may be re-opened one time between the effective dates listed by mutual agreement only for the purpose of negotiating a Voluntary Employees Beneficiary Association (VEBA).**

## **ARTICLE 19: INSURANCE/DEATH BENEFITS**

### **19.1 GENERAL**

- A. The City shall make available Group Medical, Dental and Life insurance programs, on a group basis, to all unit Employees to the same degree and under the same conditions that such insurance is provided to other City Employees.
- B. To promote better understanding of the City's medical, dental, and life insurance programs, the City shall ensure that members of the bargaining unit are notified at least one week in advance of any such insurance meeting(s). Bargaining unit members are welcome to attend such meeting(s) provided that they use personal leave time, or PBA business leave time.

### **19.2 NOTICE OF CHANGES**

The PBA shall be notified of any change in insurance carriers, scope of coverage, or amount of coverage and of increased amounts to be paid by Employees under the Article.

### **19.3 DEATH BENEFIT**

The City will provide Employees a line-of-duty death benefit in accordance with applicable law.

### **19.4 RETIREE HEALTH INSURANCE PARTICIPATION**

- A. Pursuant to Chapter 112.0801 F.S., as it exists or may be amended, Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active Employees at a premium cost of no more than the premium cost applicable to active Employees. Retirees are responsible to pay 100% of the premium for themselves and dependents who may be on the plan.
- B. Retirees and their eligible dependents shall be required to make regular, timely premium payments to the City for this insurance coverage. The City shall have no obligation to provide any type of subsidy to Retirees for the payment of insurance coverage.
- C. This agreement may be re-opened one time between the effective dates listed by mutual agreement only for the purpose of negotiating a Voluntary Employees Beneficiary Association (VEBA).

**ARTICLE 20: RULES/REGULATIONS/PROCEDURES/STANDARDS**

**20.1 GENERAL STATEMENT OF POLICY**

It is agreed and understood that the City and the Police Department currently have Rules, Regulations, Procedures, and Standards (SOPs) governing employment. Employees are subject to the City's Personnel Rules and Regulations, and the Police Department's Procedures and Standards (SOPs)..If any conflicts occur between this Agreement and City's Rules and/or Regulations, or the Police Department's Procedures and/or Standards (SOPs), as may be amended, revised or implemented in the future, this Agreement shall control.

**20.2 MODIFICATION AND NOTICE**

New Rules, Regulations, Procedures, and Standards (SOPs) or changes to existing rules and/or regulations shall be provided to the PBA fifteen (15) working days prior to effective date to give the PBA time to review and request bargaining as may be applicable.

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ARTICLE 21: MISCELLANEOUS PROVISIONS

21.1 PAY UPON PROMOTION

When an Employee is promoted, increase in pay for such promotion shall be in compliance with the provisions of Article 14 and Article 15 of this Agreement.

21.2 LIGHT DUTY FOR NON-WORKERS' COMPENSATION RELATED INJURIES

Employees who sustain an injury or illness that is not compensable under the workers' compensation provisions of the Florida Statutes may be allowed to perform light duty work, as available and at the sole discretion of the Police Chief, at the Employee's current hourly rate and shall be able to supplement any wage differential using accrued sick time or vacation time up to their regularly scheduled work week hours. Overtime work under the provisions of this section is strictly prohibited, unless approved in advance by the Police Chief.

21.3 SENIORITY LAYOFF AND RECALL

A. Accrual

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of thirty (30) or more consecutive days without pay shall not count towards the accrual of classification or departmental seniority unless the law requires otherwise.

B. Loss of Seniority

An Employee shall lose his seniority and be terminated from employment as the result of any one of the following:

1. Discharge.
2. Retirement.
3. Voluntary resignation.
4. Layoff exceeding one (1) year.
5. Failure to report to the Department Head the intention to return to work within three (3) working days of receipt of a recall notice.



6. Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

C. Layoff Selection

In the event the City decides to lay off Employees within the department, the City will first lay off those Employees employed on a part-time, temporary, or casual basis. If further layoffs are necessary, selection among regular full-time Employees shall be based upon:

1. Ability to perform all of the work available.
2. Special skills essential to the performance of the available work.
3. Job performance as reflected by the job evaluations for the past three (3) years or the most recent evaluations available.
4. Job classification seniority.

When, in the opinion of the Police Chief, factors 1, 2 and 3 are relatively equal among Employees, factor 4 shall be determinative.

**Selection will be done in compliance with Veteran's Preference requirements.**

D. Permanent Layoffs

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent, and the Employees laid off shall not be eligible for recall.

E. Recall

Except for Employees laid off pursuant to Section 21.3.D (above), regular full-time Employees who are recalled by the City within twelve (12) months shall have their City service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

**Selection of employees for recall shall be done in accordance with Veteran's Preference requirements.**

21.4 **POLICE PENSION**

As soon as practical following the ratification of this Agreement, the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Punta Gorda Police Officers' Retirement System, effectuating the following changes to the current retirement system:

Those employees hired on or after December 18, 2013 shall have their benefit multiplier increased to 3.25% prospectively for credited service following the date the pension ordinance is adopted.

ARTICLE 22: AGREEMENT AND WAIVER CLAUSE

22.1 TERM OF AGREEMENT

This Agreement shall be effective beginning October 1, 2022 and ending September 30, 2025.

22.2 BARGAINING PROCESS

*Unless circumstances make it impossible or impractical, or otherwise required by the City and the PBA, bargaining shall begin no later than March 1 of the year in which the collective bargaining agreement ends; or the year in which the issues mandated by a re-opener must be bargained.*

*During the negotiations that resulted in this Agreement, each party had unlimited right and opportunity to make demands and proposals regarding any subject or matter not removed by law from the area of collective bargaining. All of the understandings and Agreements arrived at by the parties are set forth in this Agreement.*

22.3 SUCCESSOR AGREEMENT

*This Agreement shall remain in effect until a new or successor Agreement is reached and ratified by the PBA and approved by the City Council of the City of Punta Gorda.*

22.4 AMENDMENTS

*This Agreement may be amended in accordance with applicable law.*

22.5 SAVINGS CLAUSE

*If any article, section or provision of this Agreement is held invalid by a court of competent jurisdiction or is rendered invalid by subsequent State or Federal legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, the parties will meet and attempt to negotiate a replacement of the invalid item within thirty (30) working days.*

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ARTICLE 23: APPROVAL AND EXECUTION

3.1 EXECUTION BY PBA

Signature Printed Name:  
Date Title: \_\_\_\_\_

Signature Printed Name:  
Date Title: \_\_\_\_\_

Signature Printed Name: \_\_\_\_\_  
Date Title: Negotiation Team Member

Signature Printed Name:  
Date Title: Negotiation Team Member

Signature Printed Name:  
Date Title:

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23.2 EXECUTION BY THE CITY

Signature

Printed Name: Lynne Matthews

\_\_\_\_\_ Date

Title: Punta Gorda City Mayor

Signature

Printed Name: Gregory Murray

\_\_\_\_\_ Date

Title: Punta Gorda City Manager

23.3 RATIFICATION BY PBA

THIS AGREEMENT WAS RATIFIED AND APPROVED BY THE PBA ON \_\_\_\_\_

23.4 RATIFICATION BY THE CITY

THIS AGREEMENT WAS RATIFIED AND APPROVED BY THE CITY ON \_\_\_\_\_

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***APPENDIX A: GRIEVANCE FORM***

**Name:** .....

**Shift:** .....

**Immediate Supervisor:** .....

1. Grievance No.: .....

2. Date of Incident Being Grieved: .....

3. Contract Articles and Sections Claimed to Have Been Violated:

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4. Statement of Facts Supporting Grievance:

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*(add a page if necessary)*

5. List Supporting Witnesses:

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6. Managers or Supervisors Involved:

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7. Did you discuss this matter with your supervisor before you filed this grievance?

Yes

No

8. Relief Requested:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc: Police Chief  
Human Resources Manager

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Employee Pay Table  
October 2022 - April 2023

Position Title	Employee Number	Current Hourly Rate	Annual Salary	10/1/2022 Hourly	10/1/2022 Annual	4/1/2023 Hourly	4/1/2023 Annual
	vacant						
OFFICER	10803	\$20.83	\$45,492.72	\$24.27	\$53,005.68	\$24.76	\$54,075.84
OFFICER	10782	\$20.83	\$45,492.72	\$24.27	\$53,005.68	\$24.76	\$54,075.84
OFFICER	10581	\$20.83	\$45,492.72	\$24.27	\$53,005.68	\$24.76	\$54,075.84
OFFICER	10751	\$20.83	\$45,492.72	\$24.27	\$53,005.68	\$24.76	\$54,075.84
OFFICER	10744	\$20.83	\$45,492.72	\$24.27	\$53,005.68	\$24.76	\$54,075.84
OFFICER	10695	\$21.66	\$47,305.44	\$25.23	\$55,102.32	\$25.73	\$56,194.32
OFFICER	10686	\$21.66	\$47,305.44	\$25.23	\$55,102.32	\$25.73	\$56,194.32
OFFICER	10628	\$22.53	\$49,205.52	\$26.25	\$57,330.00	\$26.78	\$58,487.52
OFFICER	10623	\$22.53	\$49,205.52	\$26.25	\$57,330.00	\$26.78	\$58,487.52
OFFICER	10622	\$22.53	\$49,205.52	\$26.25	\$57,330.00	\$26.78	\$58,487.52
OFFICER	10526	\$23.43	\$51,171.12	\$27.30	\$59,623.20	\$27.85	\$60,824.40
OFFICER	10591	\$23.43	\$51,171.12	\$27.30	\$59,623.20	\$27.85	\$60,824.40
OFFICER	10590	\$23.43	\$51,171.12	\$27.30	\$59,623.20	\$27.85	\$60,824.40
OFFICER	10576	\$23.62	\$51,586.08	\$27.52	\$60,103.68	\$28.07	\$61,304.88
OFFICER	10569	\$23.62	\$51,586.08	\$27.52	\$60,103.68	\$28.07	\$61,304.88
OFFICER	10561	\$23.62	\$51,586.08	\$27.52	\$60,103.68	\$28.07	\$61,304.88
OFFICER	10559	\$23.62	\$51,586.08	\$27.52	\$60,103.68	\$28.07	\$61,304.88
OFFICER	10522	\$23.62	\$51,586.08	\$27.52	\$60,103.68	\$28.07	\$61,304.88
OFFICER	10525	\$24.33	\$53,136.72	\$28.34	\$61,894.56	\$28.91	\$63,139.44
OFFICER	10508	\$24.33	\$53,136.72	\$28.34	\$61,894.56	\$28.91	\$63,139.44
OFFICER	10496	\$23.39	\$51,083.76	\$27.25	\$59,514.00	\$27.80	\$60,715.20
OFFICER	10351	\$29.79	\$65,061.36	\$34.71	\$75,806.64	\$35.40	\$77,313.60
OFFICER	10112	\$29.92	\$65,345.28	\$34.86	\$76,134.24	\$35.56	\$77,663.04
CORPORAL	10313	\$24.80	\$54,163.20	\$28.89	\$63,095.76	\$29.47	\$64,362.48
CORPORAL	10489	\$27.36	\$59,754.24	\$31.87	\$69,604.08	\$32.51	\$71,001.84
CORPORAL	10466	\$27.93	\$60,999.12	\$32.54	\$71,067.36	\$33.19	\$72,486.96
CORPORAL	10456	\$28.64	\$62,549.76	\$33.37	\$72,880.08	\$34.04	\$74,343.36
CORPORAL	10435	\$28.64	\$62,549.76	\$33.37	\$72,880.08	\$34.04	\$74,343.36
CORPORAL	10412	\$30.16	\$65,869.44	\$35.14	\$76,745.76	\$35.84	\$78,274.56
CORPORAL	10135	\$33.56	\$73,295.04	\$39.10	\$85,394.40	\$39.88	\$87,097.92

Appendix B



## **APPENDIX C: RETURN TO WORK POLICY AND PHYSICIAN'S FORM**

### **I. PURPOSE**

The purpose of this Appendix is to establish policy regarding the procedure for returning to duty following a medical leave of absence. The provisions of this Appendix shall apply to any medical leave of absence, including workers compensation injuries.

### **II. MEDICAL LEAVE OF ABSENCE**

An absence from duty due to the Employee's personal medically-related cause such as illness, injury, or other medical condition.

### **III. CONDITIONS AND REQUIREMENTS FOR RETURN TO DUTY FROM A MEDICAL LEAVE OF ABSENCE.**

- A. Conditions Establishing the Necessity of a Return to Duty Doctors Release from a Medical Leave of Absence:
  - 1. Employee must have taken time off related to a personal medical condition;
  - 2. Absence must have exceeded at least sixty (60) working days.
- B. Procedure and Conditions for Return to Duty
  - 1. Employee must be cleared by a licensed medical professional to be physically fit for duty. The Employee shall provide the physician with a copy of the employee's job description and Essential Job Tasks form (below), ensuring the physician is aware of the physical requirements for full duty while evaluating the employee's ability to meet those physical requirements.
  - 2. Employee must notify their Division Captain at least 24 hours prior to their return to work that they are cleared to return. The completed, signed, and dated Essential Job Tasks by a licensed medical professional must be received in Police Department Administration Monday through Friday between the hours of 0800 and 1630 for review and approval prior to returning.

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## ESSENTIAL JOB TASKS

1unta Gorda Police Department has adopted the following Essential Job Tasks, related to those tasks specified in the Florida Department of Law Enforcement Physical Assessment Test as a standard reference of abilities required for returning to work after an extended absence due to personal injury or illness. This form has been created to assist the physician when determining if the employee is medically able to return to full unrestricted duty as a Police Officer.

Employee agrees to abide by the provisions of this policy and the medical certification provided by the medical professional whose signature appears at the end of this form.

EMPLOYEE NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

1. React and move rapidly from a sedentary to active condition in response to environmental situations or events.  
(YES)  (NO)
2. Assume a variety of bodily position and postures necessary to employ available "cover and concealment" during a deadly force encounter.  
(YES)  (NO)
3. Respond to a physical attack and possess the ability to escape the attacker and/or summon aid.  
(YES)  (NO)   
Operate a motor vehicle in a safe and prudent manner.  
(YES)  (NO)
5. Operate and qualify with the Department-issued firearms, utilizing both hands, as well as each hand individually.  
(YES)  (NO)
6. Operate office equipment, such as telephones, audio/visual devices, computer or workstation keyboards, calculators and security locking systems.  
(YES)  (NO)
7. Operate all equipment necessary for performing routine daily assignments, apprehending and processing criminals and conducting both criminal and traffic-related investigations.  
(YES)  (NO)

8. Operate/utilize all Department vehicle mounted equipment whether in a mobile or stationary mode  
(YES)  (NO)
9. Administer first aid, to include Cardio Pulmonary Resuscitation (CPR)  
(YES)  (NO)
10. Perform required duties for extended periods of time while exposed to adverse conditions, to include time worked in excess of the normal daily duty shift and rotating shift work.  
(YES)  (NO)
11. Apprehend suspects to the extent of engaging in foot pursuits while summoning assistance and/or engaging in the necessary use of force.  
(YES)  (NO)
12. Discern colors as they are applied in traffic safety situations (electric signals, signing, hazardous materials placards, vehicle and clothing descriptions, etc.).  
(YES)  (NO)
13. Adequately judge distances and estimate speed.  
(YES)  (NO)
14. See, read and recognize obstacles in a variety of normal and/or emergency environments. Have vision that is correctable to "Department vision" standards.  
(YES)  (NO)
5. Determine or estimate the point of origin of noise.  
(YES)  (NO)
16. Recognize/relate sound to situations based on frequencies or voice inflection within the normal range of human hearing.  
(YES)  (NO)
17. Employ the normal senses of touch and smell.  
(YES)  (NO)

**PHYSICIAN'S CERTIFICATION**

Employee is able to return to full duty.      (YES)       (NO)

If Employee is unable to return to full duty, please specify the details of limitations, and for what period of time Employee will have such limitations. Attach a separate sheet if necessary.

PHYSICIAN'S NAME: \_\_\_\_\_      DATE: \_\_\_\_\_

PHYSICIAN'S SIGNATURE: \_\_\_\_\_

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## **APPENDIXD: ANNUAL PHYSICAL EVALUATION**

### **I. GENERAL PROVISIONS**

The Union and the City recognize the necessity to maintain a minimum level of fitness in order to perform the essential functions of a sworn Police Officer. To that end, the City shall provide a physical examination performed by a licensed medical professional, selected by the City, on an annual basis for all Employees. The physical examination will include;

- A. A Comprehensive Physical Examination;
- B. Blood and Laboratory Tests;
- C. Cardiopulmonary Assessments;
- D. Cancer and Disease Ultrasound Assessments; and

### **II. MEDICALLY QUALIFIED**

**The licensed medical professional is unable to make a determination as to whether the employee is medically qualified to perform all essential functions of a sworn Police Officer. The results of the physical shall be shared with the employee who shall take appropriate action based on the results.**

### **III. ABSENCE FROM PHYSICAL EXAMINATION**

Employees who are unable to attend and receive the physical examination during the scheduled dates due to injury, vacation, FMLA, etc., will be required to receive their physical examination at an alternate location as soon as practical upon their return to active duty, but not to exceed 90 days from their return. Any travel expenses accrued as a result of an Employee having to take their physical examination at an alternate location, to include compensation for the Employee's time, will be covered by the City.

### **IV. HIPAA AND EXAMINATION RESULTS**

In accordance to the Health Insurance Portability and Accountability Act (HIPAA), specific Employee medical information beyond whether or not an Employee is medically qualified to perform all essential functions of a Police Officer shall not be shared with the City or the Department by any entity or its personnel administering the physical examination.

Each Employee will be provided a copy of all results from their annual physical examination.