



Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Meeting Agenda Town Commission

Tuesday, November 5, 2019

6:00 PM

Town Hall

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

PLEDGE OF ALLEGIANCE

COMMISSIONER ROLL CALL

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CITIZENS COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

CONSENT AGENDA

[19-0308](#) Approval of October 15, 2019 Regular Meeting Minutes

Attachments: [RM - 10-15-2019](#)

GENERAL AGENDA

[19-0300](#) Resolution 2019-24 Authorizing Issuance of Bond Series 2019B

Attachments: [2019B Bond Resolution](#)
[Exhibit A - 2019B Bond](#)
[Final Numbers -- Capital Improvement Revenue Bond, Series 2019B](#)

[19-0295](#) Fire Chief Report

Attachments: [September 2019](#)

[19-0307](#) Proclaiming November 9th as Henry B. Plant Day in Belleair

Attachments: [Proclamation Request-Henry Plant Day](#)
[Henry B Plant Day 2019](#)

[19-0289](#) Extension of Special Certificate of Appropriateness for 1574 Druid Road South

Attachments: [Authorized SCOA 1574 Druid Road South](#)
[SCOA Extension Letter 1574 Druid Road South](#)

[19-0301](#) Resolution 2019-25 Confirming Police Pension Board Appointment

Attachments: [2019-25 Police Pension Board Appointments](#)

[19-0309](#) Resolution 2019-26: Approval of Agreement with Fraternal Order of Police

Attachments: [Resolution FOP 10.1.19-9.30.22](#)
[Attachment A: FOP Belleair PD 2019-2022 Final](#)
[FOP Belleair PD 2019-2022 Final - redline](#)

POLICE CHIEF'S REPORT

TOWN MANAGER'S REPORT

TOWN ATTORNEY'S REPORT

MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS

OTHER BUSINESS

ADJOURNMENT

ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING, SHOULD CALL (727) 588-3769 OR FAX A WRITTEN REQUEST TO (727) 588-3767.



Legislation Details (With Text)

File #: 19-0308 **Version:** 1 **Name:**

Type: Minutes **Status:** Minutes Approval

File created: 10/29/2019 **In control:** Town Commission

On agenda: 11/5/2019 **Final action:**

Title: Approval of October 15, 2019 Regular Meeting Minutes

Sponsors:

Indexes:

Code sections:

Attachments: [RM - 10-15-2019](#)

Date	Ver.	Action By	Action	Result
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Town of Belleair

901 Ponce de Leon Blvd.
Belleair, FL 33756

Meeting Minutes Town Commission

Tuesday, October 15, 2019

6:00 PM

Town Hall

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

Meeting was called to order at 6:01 PM with Mayor Gary H. Katica presiding.

PLEDGE OF ALLEGIANCE

COMMISSIONER ROLL CALL

Present: 5 - Mayor Gary H. Katica
Deputy Mayor Karla Rettstatt
Commissioner Michael Wilkinson
Commissioner Tom Shelly
Commissioner Tom Kurey

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

[19-0290](#)

Second Reading of Ordinance 527 - Approval of Bond Financing

JP Murphy-Town Manager-Provided brief summary of item. Read into record Ordinance 527 by title only.

No questions.

Commissioner Shelly moved approval of Ordinance No. 527 on second reading. Seconded by Commissioner Wilkinson.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

CITIZENS COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

Lil Cromer-Resident-Commented on town wide garage sale; commended staff on successful event.

Angela Crist-Suncoast League of Cities-Presented the 2019 Home Rule Hero Award to JP Murphy.

Rick Feinberg-Resident-Spoke on Ahlf and Waterfall West properties and need for discussion regarding disposition of the funds.

Diane Campbell-Resident-Spoke on Waterfall West; would like a higher offer if leasing occurs; parking.

CONSENT AGENDA

[19-0297](#) Approval of October 1, 2019 Meeting Minutes

Deputy Mayor Rettstatt moved approval of the Consent Agenda. Seconded by Commissioner Wilkinson.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

GENERAL AGENDA

[19-0291](#) Resolution 2019-21 Authorizing Issuance of Bond Series 2019A

Mr. Murphy provided overview; resolution relates to Ordinance No. 527 just approved; asked if there were any questions,-there were none; read into record by title.

Deputy Mayor Rettstatt moved approval of Resolution 2019-21 Authorizing Issuance of Bond Series 2019A. Seconded by Commissioner Wilkinson.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[19-0292](#) Resolution 2019-22: Setting the 2020 Legislative Priorities

Mr. Murphy discussed purpose of resolution; recommends approval of the legislative agenda as provided.

Commissioner Shelly discussed coastal resiliency as an additional legislative priority; asked if this would be something the Commission would like to adopt because of Hallett Park. Consenses of the commission to add. Mr. Murphy stated that the amendment would be adoption of the Suncoast League of Cities priorities in the resolution; they were the same.

Commissioner Shelly moved approval of the 2020 Legislative priorities. Seconded by Commissioner Wilkinson.

Commissioner Shelly move to approve the 2020 legislative priorities as amended to include coastal resiliency. Seconded by Deputy Mayor Rettstatt.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[19-0298](#) Approval of Draft FOP contract terms.

Mr. Murphy stated the Town and members of the FOP had tentatively agreed to terms; next steps union will vote and it will come back for adoption at the next meeting.

Commissioner Shelly moved tentative approval of the draft contract terms of the FOP subject to final ratification by resolution. Seconded by Deputy Mayor Rettstatt.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly, and Commissioner Kurey

[19-0299](#)

Presentation of Community Report Strategic Plan

Mr. Murphy introduced Angela Crist.

Angela Crist-USF-Draft version distributed; a comprehensive data report to come in November; discussed overview of process; provided high level overview of findings; discussed areas that are priorities; mission, vision; discussed next steps.

Mr. Murphy discussed goals identified by staff; advisory board input; timelines.

Mayor Katica provided comments regarding Bluff and Robert Ahlf.

Mr. Murphy discussed identifying priorities, objectives and goals; Commission to get together in the Spring once boards have done work.

Discussion ensued regarding timeline for infrastructure master plan.

Ms. Crist commented on comprehensive data report; a fluid document; disclaimer stating so and a working document.

POLICE CHIEF'S REPORT

No report given.

TOWN MANAGER'S REPORT

Mr. Murphy had nothing additional.

TOWN ATTORNEY'S REPORT

Mr. Ottinger - bond work in place.

MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS

Commissioner Kurey - Happy to be moving forward with strategic plan; boards have lots of work; questioned when water rate and benefit rate study would be done.

Mr Murphy stated engineer engaged for water rate study, preliminary study, modular approach, distribution model; RFP will need to be put out for employee rate study, no timeline yet.

Commissioner Shelly-Satisfied with strategic plan process; requested to continue to build relationships with senators and representatives when they are in the area.

Deputy Mayor Rettstatt-Still wishes to move forward with Gayle O'Connor tennis complex; potential for donations; would also like to name west field after John Yevich; would like to see lighting at bus stop where school kids are waiting.

Commissioner Wilkinson-Recreation board did not meet; neighborhood block party;

successful garage sale; Halloween Bash.

Mayor Katica-commented on Belleair Creek; thanked residents.

OTHER BUSINESS

No further business.

ADJOURNMENT

Meeting was adjourned in due form at 7:02 PM.

Commissioner Wilkinson moved to adjourn. Seconded by Deputy Mayor Rettstatt.

Aye: 5 - Mayor Katica, Deputy Mayor Rettstatt, Commissioner Wilkinson, Commissioner Shelly,
and Commissioner Kurey

TOWN CLERK

APPROVED:

MAYOR



Legislation Details (With Text)

File #: 19-0300 **Version:** 1 **Name:**
Type: Resolution **Status:** General Agenda
File created: 10/15/2019 **In control:** Town Commission
On agenda: 11/5/2019 **Final action:**
Title: Resolution 2019-24 Authorizing Issuance of Bond Series 2019B
Sponsors:
Indexes:
Code sections:
Attachments: [2019B Bond Resolution](#)
[Exhibit A - 2019B Bond](#)
[Final Numbers -- Capital Improvement Revenue Bond, Series 2019B](#)

Date	Ver.	Action By	Action	Result
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Summary

To: Town Commission
From: Stefan Massol, Director of Support Services
Date: 11/5/2019

Subject:

Resolution 2019-24 Authorizing Issuance of Bond Series 2019B

Summary:

This is the second bond to be issued, which is the new money portion related to the Town's refinancing of its 2012 bond through BB&T.

Previous Commission Action: Town Commission previously approved a resolution to prepay the outstanding principal from the 2012 BB&T bond.

Background/Problem Discussion: This action will be the second and final resolution approved by the Town Commission related to this year's debt issuance for the Capital Projects Fund. This second bond is for the new money portion of the BB&T refinancing. This borrowing of \$4,687,000 will be repaid at an interest rate of 2.460% per annum until 10/01/2034 when the debt is scheduled to be retired. Collectively, between the two bonds with BB&T, the Town's annual debt service will be approximately \$970,000. Additional financial information is available in the enclosed attachments.

Recommendation: Approval of Resolution 2019-24 Authorizing Issuance of Bond Series 2019B.

Proposed Motion: I move approval of Resolution 2019-24 Authorizing Issuance of Bond Series 2019B.

RESOLUTION 2019-24

A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,687,000 CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2019B FOR THE PURPOSES OF FUNDING THE COSTS OF CERTAIN CAPITAL IMPROVEMENT PROJECTS OF THE TOWN AND PAYING THE COSTS OF ISSUANCE THEREOF; PROVIDING FOR THE PAYMENT OF THE BOND WITH A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM FUNDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TOWN COMMISSION OF BELLEAIR, FLORIDA, as follows:

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the Constitution of the State of Florida and Chapter 166, Florida Statutes, the Charter of the Issuer, the Issuer's Ordinance No. 527 enacted on October 15, 2019 and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. As used herein, unless the context otherwise requires:

"Annual Debt Service" means the aggregate amount of Debt Service on the Bond for each applicable fiscal year.

"Authorized Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Issuer as a depository, which is authorized under Florida law to be a depository of governmental funds and which has qualified with all applicable state and federal requirements concerning the receipt of Issuer funds.

"Bond" means the Town of Belleair, Florida Capital Improvement Revenue Bond, Series 2019B, authorized to be issued hereunder in the original principal amount of not to exceed \$4,687,000.00.

"Bondholder" or "Holder" means the Registered Owner of the Bond or its duly authorized attorney, trustee or legal representative.

"Chief Financial Officer" means for purposes of Section 218.403, Florida Statutes, or any similar statute, the Town's Finance Director, the ex-officio custodian of the Issuer's funds, or any other officer of the Issuer subsequently designated pursuant to law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Costs of the Project" shall mean all reasonable or necessary costs and expenses relating to the Project that are permitted under the Act and the Code to be paid out of proceeds of the Bond, including financing costs which are permitted under the Act and not included in costs of issuance. Costs shall include reimbursement to the Issuer for any Costs paid by it, whether before or after the adoption of this Resolution, provided, however, that reimbursement for any expenditure made prior to the adoption of this Resolution shall only be permitted for expenditures meeting the requirements of applicable Treasury Regulations, including, but not limited to, Treasury Regulations Section 1.150-2 or any successor Treasury Regulations.

As long as the Issuer is required to comply with the covenants set forth in Section 17 of this Resolution, no item of cost shall be considered a Cost of the Project that is eligible to be paid or reimbursed from the proceeds of the Bond if such payment or reimbursement would result in a violation of the provision of Section 17 of this Resolution. In the event that the Issuer fails to comply with either or both of the two immediately preceding sentences, no Event of Default under this Resolution shall be deemed thereby to have occurred if the Issuer shall promptly take and complete such remedial action as may be appropriate.

"Debt" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Funds (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under capitalized leases; and (D) all indebtedness of other persons to the extent guaranteed by, or secured by, Non-Ad Valorem Funds; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the Issuer has covenanted to budget and appropriate sufficient Non-Ad Valorem Funds to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Funds, then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for purposes of this Resolution unless the Issuer has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding fiscal year or reasonably expects to use Non-Ad Valorem Funds to satisfy such obligation in the current or immediately succeeding fiscal year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Issuer has not used any Non-Ad Valorem Funds to satisfy such obligation for two consecutive fiscal years.

"Debt Service" means the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Bond during such period of time, except to the extent that such interest is to be paid from Bond proceeds for such purpose, (2) principal of outstanding serial bonds maturing in such period of time, and (3) amortization installments with respect to outstanding term bonds coming due in such period of time.

"Debt Service Fund" means the account by such name established pursuant to Section 16 of this Resolution.

"Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Bond is or was includable in the gross income of the Registered Owner for Federal income tax purposes; provided however that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Registered Owner, and until the conclusion of any appellate review, if sought.

"Governing Body" means the Town Commission of the Issuer.

"Investment Obligations" means, to the extent permitted by law, (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or obligations which in the opinion of the Attorney General of the United States are general obligations backed by the full faith and credit of the United States of America, or (ii) direct obligations of the Federal Intermediate Credit Banks, Federal Land Banks, Federal Farm Credit System, Federal Home Loan Banks or Banks for Cooperatives, or (iii) certificates of deposit or other interest bearing obligations of any bank, savings and loan association or trust company (including any Authorized Depository) authorized to engage in the banking business, either fully insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or collateralized by obligations described in (i) or (ii) above having a fair market value (determined at least quarterly) equal to the principal amount of such certificates of deposit or other interest bearing obligations, or (iv) repurchase agreements with any Authorized Depository or primary reporting government dealers, in each case having a capital and surplus or net capital of not less than \$75,000,000, secured by collateral of the type and in the amount described in (iii) above, or (v) bonds, notes or obligations of any municipality or political subdivision of any state or any agency or authority thereof, if such obligations are rated by at least one nationally recognized rating service in either of the two highest classifications approved by the Comptroller of the Currency for the investment of funds of national banks, or any insured revenue bonds, notes or obligations of any such entities, or any agency or authority thereof, if such obligations are rated by at least one nationally recognized rating service in the highest such classification, or (vi) any other obligations in which surplus municipal funds may be invested under the laws of the State of Florida, including, without limitation, the Local Government Surplus Funds Trust Fund created and established pursuant to Part IV, Chapter 218, Florida Statutes, as amended.

"Issuer" means the Town of Belleair, Florida.

"Non-Ad Valorem Funds" means all revenues of the Issuer derived from any source other than ad valorem taxes on real or personal property, which are legally available to

make the payments required on the Bond, but only after provision has been made by the Issuer for the payment of all essential or legally mandated services.

"Original Purchaser" means Branch Banking and Trust Company, a North Carolina banking corporation.

"Project" means those certain capital improvements undertaken by the Issuer to be funded with proceeds of the Bond.

"Project Fund" means the account by such name established pursuant to Section 14 of this Resolution.

"Redemption Fund" means the account by such name established pursuant to Section 16 of this Resolution.

"Registered Owner" means the registered owner of the Bond.

"Registrar" means the Town Clerk of the Issuer or any other agent designated from time to time by the Issuer, by ordinance or resolution, to maintain the registration books for the Bond issued hereunder, or to perform other duties with respect to registering the transfer of the Bond.

"Resolution" means this Bond Resolution.

"Securities Act" means the Securities Act of 1933, as amended.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms, corporations or other entities including governments or governmental bodies.

SECTION 3. FINDINGS AND DETERMINATIONS. It is hereby ascertained, determined and declared that:

A. The Issuer has determined that it is in the best interest of the health and welfare of the residents of the Issuer to undertake the Project and has determined to issue the Series 2019B Bond to fund the costs of the Project and to pay costs of issuance, as more particularly described herein.

B. The Governing Body determines that the funding of the Bond is necessary and will serve valid governmental purposes and will uniformly and generally benefit all those persons and groups that can lawfully use the facilities and properties of the Issuer.

C. The Original Purchaser has offered to purchase the Bond from the Issuer on the terms set forth herein and in the Bond.

D. The Issuer is authorized under the Florida Constitution and the Act to issue the Bond, to use the proceeds as herein provided, to provide for the payment of the Bond from a covenant to budget and appropriate the Issuer's legally available Non-Ad Valorem Funds and otherwise to accomplish the purposes and intent of this Resolution.

E. Based on reasonable projections presented to the Governing Body, the legally available Non-Ad Valorem Funds, will be sufficient to pay all installments of principal and interest on the Bond, as the same shall become due.

F. It is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Bond in the original principal amount of not to exceed \$4,687,000.00 at a privately negotiated sale.

G. A negotiated sale of the Bond is required and necessary and is in the best interests of the Issuer for the following reasons: the Bond will be a special and limited obligation of the Issuer, the principal and interest of which is intended to be paid from the Issuer's covenant to budget and appropriate legally available Non-Ad Valorem Funds; the costs of issuance of the Bond are likely to be greater and the time until issuance longer if the Bond is sold at public sale by competitive bids than if the Bond is sold at negotiated sale, and there is no basis, considering prevailing market conditions, for any expectation that the terms and conditions of a sale of the Bond at public sale by competitive bids would be more favorable to the Issuer than at a negotiated sale; bonds having the characteristics of the Bond are typically sold at a negotiated sale under prevailing market conditions, and the Issuer has undertaken substantial negotiations with the Original Purchaser of the Bond.

SECTION 4. THIS INSTRUMENT CONSTITUTES A CONTRACT. Upon and in consideration of the acceptance of the Bond by the Bondholder, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Bondholder.

SECTION 5. ISSUANCE OF BOND. The Bond shall be issued in the original principal amount of not to exceed \$4,687,000.00 as a single bond for the purpose of funding the costs of certain capital improvement projects. The Bond shall be designated the "The Town of Belleair Capital Improvement Revenue Bond, Series 2019B" and shall be dated the date of delivery thereof.

SECTION 6. DESCRIPTION OF BOND.

A. The Bond shall mature on October 1, 2034 and shall bear interest on the outstanding principal amount thereof at a fixed rate of 2.46% per annum calculated on a 30/360 day count basis. The interest rate will be subject to adjustment with respect to any period that (1) it is determined that any portion of the interest on the Bond is includable in the Bondholder's gross federal income for income tax purposes, all as provided in the form of the Bond or (2) it is determined that the Bond is not a qualified tax exempt obligation within the meaning of Section 265(b)(3) of the Code.

B. The Bond is hereby designated as a qualified tax-exempt obligation pursuant to Code Section 265(b)(3)(B)(i).

C. Interest accruing on the Bond on any interest payment date shall be that interest to the extent accrued as of midnight on the last calendar day immediately prior to the interest payment date.

D. Principal and interest on the Bond shall be due and payable as provided in the Bond.

E. If the date for payment of the principal or interest on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in Pinellas County, Florida, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the scheduled date of payment.

G. The principal of and interest, on the Bond shall be paid in immediately available funds, to the person in whose name the Bond is registered at the address designated by the Holder to the Issuer in writing, which designation shall be made no later than the close of business on the fifteenth day (whether or not a business day) of the month next preceding an interest payment date (the "Record Date"), irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such payment date. All such payments shall be made or tendered by 12:00 noon on each payment date without presentment, notice or demand.

H. In the event that payment of principal of or interest on the Bond has become due and remains unpaid by more than fifteen (15) days, the Bondholder may charge a late payment fee equal to four percent (4%) of the overdue amount of principal of and/or interest on the Bond, which fee shall be immediately due and payable.

SECTION 7. EXECUTION OF BOND. The Bond shall be signed and executed in the name of the Issuer as set forth in the form of the Bond attached hereto as Exhibit A. The signatures of the Issuer's Town Manager and its Town Clerk, or other officers of the Issuer authorized to sign the Bond shall be manual. The seal of the Issuer shall be impressed, imprinted, reproduced or lithographed on the Bond. The Bond shall be validly executed when signed by the persons who shall respectively hold the appropriate offices at the time of execution and attestation, without regard to who held the office on the date of such Bond or who held that office at the time of its delivery.

SECTION 8. NEGOTIABILITY AND REGISTRATION. The Issuer shall, so long as the Bond is outstanding, retain and maintain itself, or with a successor Registrar, appropriate registration books for the purpose of registering and transferring the registration of the Bond as in this Section contemplated. The Town Manager of the Issuer shall serve as the initial Registrar hereunder.

The Bond shall initially be registered in the name of the Original Purchaser. The Original Purchaser has represented to the Issuer that it is either a qualified institutional buyer as defined in Rule 144A of the Securities Act or an accredited investor as defined in Rule 501 of Regulation D promulgated under Section 4(2) of the Securities Act and that it is purchased the Bond solely for its own account, can bear the economic risk of its investment in the Bond, has such knowledge and experience in financial business matters that it is capable of evaluating the merits and risk of purchasing the Bond, and has made the decision to purchase the Bond based on its own independent investigation regarding the Bond and has received the information it considers necessary to make an informed decision to invest in the Bond. The Bond shall bear a transfer restriction prohibiting the transfer of the Bond to any subsequent Bondholder unless that subsequent Bondholder has executed and delivered a purchaser's certificate acceptable to the Town in the same form as that delivered by Original Purchaser at closing making the same representations as the Original Purchaser made in the purchaser's certificate as described in this paragraph. The Issuer may deem and treat the person in whose name the Bond may be registered as the absolute owner of the Bond for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Issuer shall not be affected by any notice or knowledge to the contrary. The transfer of any Bond may be registered only on the books of the Issuer.

Upon surrender for registration of transfer of the Bond at the office of the Issuer, the Issuer shall execute and deliver to the transferee or transferees a new fully registered Bond for a like principal amount. The execution by the Issuer of any fully registered Bond in an authorized denomination shall constitute full and due authorization of such denomination.

Any Bond presented for registration of transfer, exchange, redemption or payment shall be accompanied (if so required by the Issuer or the Registrar) by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer or the Registrar, duly executed by the registered Holder or his duly authorized attorney or legal representative.

The Issuer may charge the Bondholder a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed (other than by the Issuer) on any exchange or registration of transfer of any Bond. Such charges and expenses shall be paid before any such new Bond shall be delivered.

SECTION 9. PROVISIONS FOR PREPAYMENT. The Bond shall be subject to redemption in whole (but not in part) at the option of the Issuer on any date prior to maturity that is at least five years from the dated date of the Bond, at a price of par, together with interest accrued thereon to the date of such redemption.

Notice of such prepayment shall be given not less than five (5) days prior to the prepayment date, by deposit in the U.S. mails, postage prepaid, to the registered owner of the Bond at its address as it appears on the registration books to be maintained in accordance with the terms hereof.

SECTION 10. BOND MUTILATED, DESTROYED, STOLEN OR LOST. If the Bond is mutilated, destroyed, stolen or lost, the Issuer may, in its discretion (i) deliver a duplicate

replacement Bond or (ii) pay the Bond if it has matured or is about to mature. A mutilated Bond shall be surrendered to and cancelled by the Registrar or the Town Clerk of the Issuer. The Bondholder must furnish the Issuer proof of ownership of any destroyed, stolen or lost Bond; post satisfactory indemnity reasonably acceptable to the Issuer; comply with any reasonable conditions the Issuer or the Registrar may prescribe; and pay the Issuer's or the Registrar's reasonable expenses. A destroyed, stolen or lost Bond will be cancelled on the registration books by the Registrar.

Any such duplicate Bond shall constitute an original contractual obligation on the part of the Issuer whether or not the destroyed, stolen, or lost Bond be at any time found by anyone, and such duplicate Bond shall be entitled to the same benefits and rights as to lien on, and source of and security for payment from, the revenues and other funds pledged herein as the mutilated, destroyed, stolen or lost Bond was entitled.

SECTION 11. ISSUANCE OF THE BOND. Prior to, or simultaneously with, delivery of the Bond, there shall be delivered to the Original Purchaser:

- (i) a fully executed Certificate of the Town as to Tax, Arbitrage and Other Matters, dated as of the closing date;
- (ii) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;
- (iii) a certified or duplicate original copy of all necessary resolutions of the Issuer subject to approval of Original Purchaser's counsel;
- (iv) an opinion of Bond Counsel regarding the exclusion of interest on the Bond from gross income for Federal income tax purposes and a reliance letter from Bond Counsel to the Original Purchaser permitting the Original Purchaser to rely on such opinion;
- (v) an opinion of the counsel to the Issuer, satisfactory to the Original Purchaser and addressing such legal issues as the Original Purchaser or its counsel may reasonably require; and
- (vi) such other instruments and documents as the Original Purchaser or its counsel shall reasonably require.

SECTION 12. WAIVER OF JURY TRIAL. The Issuer hereby authorizes and directs the Town Manager and any other proper official of the Commission to execute an Agreement Waiving Right to Jury Trial with respect to matters arising under the Bond or this Resolution.

SECTION 13. FORM OF BOND. The Bond shall be substantially in the form attached hereto as Exhibit A (with such variations, omissions and insertions, due to differences in denominations and other provisions, as may be required or permitted by this Resolution or any

supplemental resolution). The insertion of the amount of each level monthly payment at the time the Bond is issued is expressly authorized.

SECTION 14. PROJECT FUND.

A. Application of Proceeds. The proceeds received from the sale of the Bond shall be applied by the Issuer simultaneously with the delivery of the Bond as follows:

(i) An amount equal to the accrued interest, if any, on the Bond shall be deposited in the Debt Service Fund, hereinafter created, as needed, used and applied to the payment of the interest next coming due on the Bond.

(ii) An amount equal to the cost of issuance shall be advanced to pay the cost of issuance of the Bond.

(iii) The balance of said proceeds shall be deposited into the Project Fund to be used for the Project as provided herein.

B. Project Fund. There is hereby established with the Original Purchaser an account designed as the "Project Fund," separate and apart from other funds of the Issuer. The funds held in the Project Fund shall be applied as directed by the Issuer in a requisition of the Issuer to the Original Purchaser, countersigned by the Original Purchaser, in the form attached hereto as Exhibit B, exclusively to payment or to reimbursement of the Issuer for payment, of the Costs of the Project. Any moneys held in the Project Fund shall be invested and reinvested by the Original Purchaser in a money rate savings account (provided such account shall meet the definition of Investment Obligations hereunder). Issuer covenants that any separate moneys otherwise held by the Issuer for the payment of the Costs of the Project allocated out of the Project Fund shall be invested only in Investment Obligations. All interest accruing thereon and all profits and gain realized therefrom shall be credited to the Project Fund, and any loss resulting from such investments shall be charged to the Project Fund. All funds held in the Project Fund shall be spent no later than the third anniversary of the Closing Date, unless the Issuer obtains an opinion of Bond Counsel that such extension will not adversely affect the exclusion of interest on the Bond from gross income for Federal income tax purposes. If upon completion of the Project, all funds held in the Project Fund have not been spent, such remaining funds may be used to pay interest on the Bond for a period of up to one year after the completion of the Project, but in no event later than three (3) years from the Closing Date, and thereafter such amounts shall be applied only in accordance with the advice of Bond Counsel. The completion date for the Project shall be the date on which the Issuer signs and delivers to the Original Purchaser a certificate stating that, except for amounts retained by the Issuer for Costs of the Project not then due and payable, or the liability for which the Issuer is, in good faith, contesting or disputing, (a) the Project has been completed to the satisfaction of the Issuer, and (b) all labor, services, materials and supplies used in the construction and equipping of the Project to be paid from the proceeds of the Bond have been paid for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against

third parties which exist at the date of such certificate or which may subsequently come into being.

SECTION 15. SPECIAL OBLIGATIONS OF THE ISSUER. The Bond shall not be or constitute a general obligation or indebtedness or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely from amounts budgeted and appropriated by the Issuer from Non-Ad Valorem Funds in accordance herewith and, pending the application thereof, any moneys or investments held in the Debt Service Fund or the Redemption Fund hereunder. No Holder of the Bond shall ever have the right, directly or indirectly, to compel the exercise of the ad valorem taxing powers of the Issuer, the State of Florida or any political subdivision thereof or taxation in any form on any real or personal property to pay such Bond or the interest or premium, if any, thereon, or any other amounts provided for in this Resolution, nor shall such Holder be entitled to payment of such principal or interest from any other fund of the Issuer other than the funds expressly designated herein.

SECTION 16. COVENANTS OF THE ISSUER WITH RESPECT TO THE BOND. Until the principal of and interest on the Bond has been paid in full, the Issuer covenants with the Bondholder as follows:

A. **PUNCTUAL PAYMENT.** The Issuer will punctually pay or cause to be paid the principal of and interest on the Bond, solely from the sources provided herein, in conformity with the terms of the Bond and this Resolution.

B. **COVENANT TO BUDGET AND APPROPRIATE.** The Issuer covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Funds lawfully available in each Fiscal Year, amounts necessary to pay all sums coming due on the Bond in that Fiscal Year. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Funds or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, and actually paid. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Funds.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Funds, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Funds, nor does it give the Bondholder a prior claim on the Non-Ad Valorem Funds as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Funds heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Bond, as applicable, in the manner described herein Non-Ad Valorem

Funds and placing on the Issuer a positive duty to appropriate and budget, by amendment if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of the Act, the payment of services and programs which are essential public purposes affecting the health, welfare, and safety of the inhabitants of the Issuer, or which are legally required by applicable law, and all other applicable laws and regulations.

C. PLEDGE OF FUNDS AND ACCOUNTS. The payment of the principal and interest on the Bond shall be secured until the Bond is retired in its entirety by an irrevocable and exclusive lien on the moneys on deposit in certain funds and accounts created by this Resolution and all earnings thereon, all in the manner and to the extent provided herein and the Issuer does hereby irrevocably pledge and grant a security interest in favor of the Bondholder in the monies on deposit in the Project Fund, the Redemption Fund and the Debt Service Fund created by this Resolution, and all earnings thereon, for the payment of the principal and interest on the Bond and for all other payments as provided herein.

D. DEBT SERVICE FUND AND REDEMPTION FUND. On or before the first day of each April and October of each year, beginning April 1, 2020, the Issuer shall deposit the following:

(1) First, into the Bond Debt Service Fund (the "Debt Service Fund"), which is hereby created and established, as much money as is necessary to make the amount then on deposit in such account equal to the principal and interest payment on the Bond then due, which monies shall be used solely to pay such principal and interest payment to the Bondholder.

(2) Second, in the sole discretion of the Issuer, by deposit into the Bond Redemption Fund (the "Redemption Fund"), which is hereby created and established, so much, if any, as may be determined from time to time by the Issuer. Monies on deposit in the Redemption Fund shall be applied by the Issuer to fully prepay the Bond in accordance with the terms hereof and of the Bond.

E. TRUST FUNDS; RIGHT TO COMMINGLE. The Project Fund, the Debt Service Fund and Redemption Fund herein established and created, shall constitute trust funds to be held by the Chief Financial Officer of the Issuer for the purposes provided herein for such funds and accounts and shall not be subject to lien or attachment by any other creditor of the Issuer. All such funds and accounts shall be continuously secured in the same manner as municipal deposits are required to be secured by the laws of the State of Florida. Such funds and accounts may be commingled with other funds and accounts of the Issuer for investment purposes; provided that separate accounting records shall be maintained in order to determine the balances and, where necessary, the assets in the funds and accounts created hereunder.

F. INVESTMENT OF FUNDS. Monies on deposit in the Debt Service Fund and the Redemption Fund may be invested and reinvested in Investment Obligations in the

manner permitted by the laws of Florida, provided that such Investment Obligations either mature or are redeemable at the option of the Issuer not later than the dates on which such monies will be needed for the purposes of such funds. All earnings from the investment of monies deposited in the Debt Service Fund and Redemption Fund shall be deposited in the Debt Service Fund and used to pay principal and interest on the Bond as it falls due. All earnings from the investment of monies deposited in the Project Fund shall be deposited in accordance with Section 14. To the extent that earnings from the funds and accounts established hereunder are to be deposited in other funds and accounts established hereunder, such deposits shall be made on a monthly basis.

G. BOOKS AND ACCOUNTS. The Issuer covenants and agrees that it will at all times keep, or cause to be kept, proper and current books and accounts in which complete and accurate entry shall be made of all transactions relating to all Non-Ad Valorem Funds and the Bondholder shall have the right at all reasonable times to inspect the same.

H. FINANCIAL STATEMENTS. The Issuer will furnish to the Bondholder (i) within 270 days after the conclusion of a Fiscal Year, an annual unqualified audited financial statement of the Issuer for the preceding Fiscal Year, prepared in conformity with generally accepted accounting principles applied on a consistent basis, and (ii) a certificate signed by the Issuer's Chief Financial Officer certifying that the Issuer has not violated any of the covenants and other obligations set forth in this Resolution and is not in violation of any of its other agreements, contracts or obligations except as otherwise described in such certificate.

I. ANNUAL BUDGET. The Issuer will furnish to the Bondholder annually within 30 days after completion and approval, a copy of its annual budget for the ensuing Fiscal Year.

J. ADDITIONAL DEBT. During such time as the Bond is outstanding hereunder, the Issuer agrees and covenants that no additional Debt of the Issuer shall be incurred unless the Non-Ad Valorem Funds exceed the projected Annual Debt Service on the Bond and annual debt service on Debt, including the proposed Debt to be issued, by at least 1.10 times. The test shall be determined using the actual Non-Ad Valorem Funds for the prior Fiscal Year based on the Issuer's annual audits.

K. NO MODIFICATION OR AMENDMENT. No modification or amendment of the Resolution or of any Resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Bondholder.

L. COMPLIANCE WITH LAWS AND REGULATIONS. The Issuer covenants and agrees to perform and comply in every respect material to the security of the Bond with all applicable federal and state laws, rules and regulations relating to the Bond and the performance of the Issuer's covenants and obligations hereunder.

SECTION 17. FEDERAL INCOME TAX COVENANTS.

A. The Issuer covenants with the Holder that it shall not use the proceeds of the Bond in any manner which would cause the interest on the Bond to be or become includable in the gross income of the Holder thereof for federal income tax purposes. The Issuer hereby covenants with the Holder of the Bond that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bond from the gross income of the Holder thereof for federal income tax purposes. The Issuer covenants not to use any of the proceeds of the Bonds or any other funds other than in accordance with the Certificate of the Town as to Tax, Arbitrage and Other Matters being executed and delivered by the Issuer at closing.

B. The Issuer covenants that not in excess of five percent (5%) of the net proceeds of the Bond are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose investments or assessments) to any person other than state or local government units.

C. The Issuer covenants that neither it nor any third party shall make any use of the proceeds of the Bond at any time during the term thereof which could cause the Bond to be a "private activity bond," an "arbitrage bond" or a "hedge bond" within the meaning of Sections 141, 148, or 149(g), respectively of the Code. The Issuer further covenants that, with the exception of amounts invested for a temporary period as set forth in Regulation 1.103-14(b), it shall not invest or permit to be invested the proceeds of the Bond at a yield higher than the yield on the Bond and that it shall take all action necessary to satisfy the requirements of such Regulation. The Issuer further covenants that it shall not invest, or permit to be invested, the proceeds of the Bond at a yield that is substantially guaranteed for four (4) or more years. The Issuer understands that this covenant imposes an obligation on the Issuer throughout the term of the issue to comply with the requirements of Section 148 of the Code, and to comply with the requirements of such Treasury regulations implementing such Code section.

D. The Issuer shall keep adequate records, including any necessary certifications, to evidence the fair market value of any Federal Securities purchased with the Bond proceeds until six (6) years after final payment on the Bond.

E. The Issuer covenants and agrees that it shall take, and not omit to take, any additional action required to be taken pursuant to the instructions from counsel, whether delivered in connection with or subsequent to the issuance and sale of the Bond, in order to comply with all provisions of the Code, compliance with which is required to maintain the interest payable on the Bond, as excluded from the gross income of the Holder, pursuant to Section 103 of the Code, and that it shall take any such additional action required to qualify the Bond for any applicable exception to the arbitrage rebate requirements imposed by the Code and to qualify the Bond for any applicable exception to the provisions of the code which deny financial institutions any deduction for interest expense allocable to tax-exempt obligations.

F. Based upon the finding and covenants contained in the Resolution and in the Bond, the Issuer anticipates that it shall qualify for the small-issuer exception from the rebate requirements. However, in the event that the Internal Revenue Service makes a determination that the Issuer is subject to the rebate requirements, the Issuer shall be responsible for the calculation, reporting, and payment to the United States of the requisite rebate amount and shall in such event establish a Rebate Fund hereunder.

G. The Issuer covenants that it shall immediately give notice to the Holder of any event which establishes, causes, or may establish or cause loss of any favorable tax attributes on the Bond.

H. Notwithstanding any other provision of the Resolution or the Bond to the contrary, as long as necessary in order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Bond, the covenants contained in the Bond and the Resolution shall survive the payment of the Bond and the Interest thereon.

SECTION 18. TAX ELECTIONS. The Issuer desires to qualify the Bond for the small governmental units exception to the arbitrage rebate requirements imposed by the Code upon tax-exempt obligations (such as the Bond) issued after September 1, 1986; and the Issuer does hereby represent and warrant that it is a governmental unit with general taxing powers, that at least ninety-five percent (95%) of the net proceeds (as defined in the Code) of the Bond will be used for local governmental activities of the Issuer, and that the aggregate face amount of all tax-exempt obligations, other than private activity bonds (as defined in the Code), issued by or on behalf of the Issuer (and all subordinate entities thereof) during the 2019 calendar year is not reasonably expected to exceed Ten Million and No/100 Dollars (\$10,000,000). The Issuer hereby designates the Bond as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code.

SECTION 19. REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE ISSUER. The Issuer represents and warrants to and agrees with the Original Purchaser as of the date of delivery of the Bond as follows:

A. The Issuer is a body corporate and politic of the State of Florida, and is duly organized, active, existing, and in good standing under the laws of the State of Florida.

B. The Issuer has full power and authority to issue the Bond; to execute, deliver, and perform the Bond; to carryout and consummate all transactions contemplated by the Bond and this Resolution; and to expend the proceeds as provided in Section 14 of this Resolution.

C. The Issuer has duly authorized and approved; (i) the issuance of the Bond to evidence a loan to be made to the Issuer; (ii) the execution, delivery, and due performance of the Bond; (iii) the covenant to budget and appropriate from legally available Non-Ad Valorem Funds for the payment of the Bond as stated herein; and (iv) the taking of any and all action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated hereby and thereby.

D. The Issuer has complied with all open meeting laws, all public bidding laws, and all other state and federal laws applicable to the Issuer's performance of the transactions contemplated by the Bond and this Resolution, and has obtained all approvals necessary for the execution, delivery, and performance of such transactions.

E. The financing of the Project will serve a public function and is necessary, useful, or appropriate to one or more governmental purposes of the Issuer and is necessary to the efficient and economic operation of the Issuer and is consistent with the permissible scope of the Issuer's authority.

F. The Issuer further warrants and represents that this Resolution and Bond are valid and enforceable obligations of the Issuer and that funds have been budgeted, approved, and made available by the appropriate Governing Body of the Issuer for the payments during the Issuer's current fiscal year and the Issuer will use its best efforts to budget and appropriate funds from legally available Non-Ad Valorem Funds sufficient to make all payments for the remainder of the Bond.

G. There is no action, suit, proceeding, or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer, or, to the best of the knowledge of the Issuer, any basis therefore, wherein an unfavorable decision, ruling, or finding would restrain or enjoin the issuance of the Bond or which in any way would adversely affect the validity of the Bond or the Resolution, or any other agreement or instrument to which the Issuer is a party and which is used or contemplated for use in connection with the issuance of the Bond.

H. The execution and delivery by the Issuer of the Bond and any other agreements or certificates contemplated hereby or thereby and in compliance with the provisions of the Bond and the Resolution will not conflict with, or constitute on the part of the Issuer a breach of, or a default under, any existing law, court order or any provision of any legislative act or constitutional or other proceeding applicable to the Issuer of affairs, ordinances or resolutions, or any agreement, indenture, mortgage, lease or other instrument to which the Issuer is subject or by which it is bound.

I. It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of the Bond exist, have happened and have been performed, in regular and due form and time as required by the Constitution and laws of the State of Florida applicable hereto, and that the issuance of the Bond does not violate any constitutional, statutory or charter limitations or provisions and the indebtedness evidenced by the Bond is a valid exercise of the Issuer's borrowing power.

J. The Issuer shall give prompt written notice to the Holder of any Event of Default, or any event within which the passage of time would become an Event of Default, of which the Issuer has actual knowledge or written notice.

SECTION 20. EVENT OF DEFAULT; REMEDIES.

A. EVENT OF DEFAULT. Each of the following events is hereby declared an "event of default":

(i) payment of the principal of or interest on the Bond or any other indebtedness of the Issuer to the Bondholder under the Bond shall not be made within ten (10) days of the date such payments become due and payable, either at maturity or otherwise; or

(ii) the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder to the extent that the payment of or security for the Bond would be materially adversely affected, and such condition shall continue unremedied for a period of thirty (30) days after the Issuer becomes aware of such conditions; or

(iii) any proceeding shall be instituted with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted; or

(iv) an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Issuer or its Non-Ad Valorem Funds or any part thereof or the filing of a petition by the Issuer for relief under federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida, which shall not be dismissed, vacated or discharged within sixty (60) days after the filing thereof; or

(v) the Issuer shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in the Bond or this Resolution on the part of the Issuer to be performed (other than any covenant, condition, agreement or provision referred to in paragraph (i) through (iv) immediately above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the current Holder of the Bond then outstanding, provided, however, if such default cannot reasonably be cured within thirty (30) days, then Issuer shall have an additional thirty (30) days to cure provided that the Issuer institutes appropriate curative action and diligently pursues such curative action, or

(vi) the Issuer shall have made any representation or warranty in this Resolution or in any certificate or statement furnished to the Bondholder hereunder or relating to the Bond which proves to have been untrue or misleading in any material respect when made or furnished; or

(vii) the existence of the Issuer is terminated by the Florida Legislature.

B. DEFAULT INTEREST. Upon the happening of any event of default specified in subsection A of this Section, the Bond shall bear interest at the lesser of (i) the maximum rate permitted by law or (ii) a default rate equal to (a) the interest rate on the Bond at the time of such default plus (b) 4%, from and after the occurrence of any event of default described in subsection A of this Section.

C. RIGHT OF BONDHOLDER TO INSTITUTE SUIT. Upon the happening and continuance of any event of default specified in subsection A of this Section, then and in every such case the Bondholder may proceed, subject to the provisions of subsection C of this Section, to protect and enforce the rights of such Bondholder under the laws of the State of Florida, including the Act and this Resolution, by a suit, action or special proceeding in equity or at law, or by a proceeding in the office of any board, body or officer having jurisdiction, either for the specific performance of any covenant, agreement or provision herein or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy as such Bondholder shall deem most effectual to protect and enforce such rights. If the Issuer defaults under any of the provisions of the Bond or this Resolution and the Bondholder shall employ attorneys or incur other expenses for the collection of the payments under the Bond or the enforcement of performance or observance of any obligation or agreement of the Issuer contained in the Bond or this Resolution, the Issuer shall pay on demand therefore the reasonable fees of attorneys (including fees on appeal) and such other expenses incurred by the Bondholder.

No Holder of the Bond shall have any right in any manner whatever to enforce any right hereunder except in the manner herein provided.

E. DISCONTINUED PROCEEDINGS. In case any proceeding taken by the Bondholder on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Issuer and the Bondholder shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondholder shall continue as though no such proceeding had been taken.

F. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

G. NO WAIVER OF HOLDER'S RIGHTS. No delay or omission of the Bondholder to exercise any right or power accruing upon any default shall impair its rights hereunder with respect to any such default or shall constitute an acquiescence therein; and every power and remedy given by this Section 20 to the Holder may be exercised from time to time and as often as may be deemed expedient.

SECTION 21. ADDITIONAL PAYMENTS UPON DETERMINATION OF TAXABILITY OR OTHER EVENTS. If (i) there is a Determination of Taxability or (ii) the Bond shall not be "a qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code, then the Bondholder shall have the right to adjust the interest rate to obtain the same after-tax yield

as if such events had not occurred. The obligation of the Issuer contained in this Section with respect to the payment of amounts required to be paid in the event of a Determination of Taxability shall survive the payment in full of the Bond.

SECTION 22. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by the Holder of the Bond.

SECTION 23. SUPPLEMENTAL RESOLUTIONS. After issuing the Bond, the Issuer will not adopt any supplemental resolutions which would materially adversely affect the ability of the Issuer to make payments on the Bond when due.

SECTION 24. COSTS OF ISSUANCE. The Issuer shall pay all costs associated with the issuance of the Bond, including the fees and costs of the Issuer's counsel, fees of the Original Purchaser and counsel engaged by the Original Purchaser (up to \$3,500 in the aggregate), documentary stamp taxes, if any, and UCC-1 financing statement filing fees. The Issuer will indemnify and hold the Original Purchaser harmless with respect to all such costs, whether arising before or after the Bond is issued.

SECTION 25. FLORIDA LAW. This Resolution and the Bond shall be deemed to be contracts made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law rules or the conflict of law rules of that state.

SECTION 26. NOTICE. All notices made or required to be given pursuant to this Resolution shall be in writing and shall be deemed duly served if and when mailed, certified or registered mail, postage prepaid, return receipt requested, to the other party at its address set forth below:

If to the Issuer:

Donna Carlen
Town Clerk
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, Florida 33756

With a copy to:
GrayRobinson, P.A.
P.O. Box 3324
Tampa, Florida 33601
Attention: David Ottinger, Esq.

If to the Original Purchaser:

Branch Banking and Trust Company
5130 Parkway Plaza Boulevard, Building No. 9
Charlotte, North Carolina 28217
Attention: Governmental Finance

or at such other address as such parties shall hereafter designate in writing.

SECTION 27. AUTHORIZATIONS. The Town Manager of the Issuer and the Town Clerk of the Issuer are hereby authorized to execute the Bond by their facsimile or manual signatures in the manner provided herein. Such officers, the Chief Financial Officer, and such other offices, employees and agent of the Issuer as may be designated by the Town Manager, are hereby authorized and directed to execute such documents, instruments and contracts, whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Town Manager of the Issuer, or such other officer as may be hereafter designated by the Governing Body, is hereby designated as the primary officer of the Issuer charged with the responsibility of issuing the Bond.

SECTION 28. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provisions of this Resolution should be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bond issued hereunder.

SECTION 29. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 30. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida,
this 5th day of November, 2019.

Gary H. Katica, Mayor

ATTEST:

Town Clerk

Approved as to Form and Correctness:

Town Attorney

Exhibit A

FORM OF BOND

No. R-1

\$4,687,000.00

Dated: November 7, 2019

Due: October 1, 2034

**TOWN OF BELLEAIR
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2019**

KNOW ALL MEN BY THESE PRESENTS, that the Town of Belleair, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay to Branch Banking and Trust Company, a North Carolina banking corporation (and its successor and assigns, the "Bank"), or registered assigns, the principal sum of FOUR MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$4,687,000.00), or so much thereof as advanced to the Issuer from the Bank, and to pay interest thereon, from the date of the delivery of this Bond to the purchaser thereof solely from the special funds hereinafter mentioned, at the rate of two and 46/100 percent (2.46%) per annum, subject to adjustment as provided herein, payable on the dates and in the amounts set forth on Schedule 1 attached hereto. The principal and interest of this Bond shall be payable in lawful money of the United States of America. Payment of interest on this Bond on any interest payment date will be made to the person appearing as the registered owner hereof, on the Bond registration books of the Issuer maintained by the Registrar on the 15th day of the month preceding such date (whether or not a business day), such interest to be paid by check or draft mailed to the registered owner at his address as it appears on such registration books.

This Bond is issued to fund the costs of certain capital improvement projects and pay other allowable costs, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, Ordinance No. 527 duly enacted by the Issuer on October 15, 2019, and a resolution duly adopted by the Issuer on November 5, 2019 (the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized, undefined terms used herein shall have the meanings set forth in the Resolution.

This Bond and the interest hereon are payable solely from the Issuer's covenant to budget and appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Funds lawfully available in each Fiscal Year, amounts necessary to pay all sums coming due on the Bond in that Fiscal Year.

It is expressly agreed by the owner of this Bond that the full faith and credit of the Issuer is not pledged to the payment of the principal of and interest on this Bond and that such owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer for the payment of such principal or interest. The owner of this Bond shall have no lien upon or claim to any funds or revenues except for the funds established and pledged under the Resolution, all in the manner set forth in the Resolution. This Bond and the obligation evidenced hereby shall not constitute a lien upon any property of the Issuer or situated within its corporate limits.

The Bond shall be subject to redemption in whole (but not in part) at the option of the Issuer on any date prior to maturity that is at least five years from the dated date of the Bond, at a price of par, together with interest accrued thereon to the date of such redemption.

Notice of such prepayment shall be given not less than five (5) days prior to the prepayment date, by deposit in the U.S. mails, postage prepaid, to the registered owner of the Bond at its address as it appears on the registration books to be maintained in accordance with the terms hereof. Notwithstanding anything herein or in the Resolution to the contrary, the holder hereof shall not be required to surrender this Bond for redemption until the Holder is in receipt of the appropriate redemption price plus accrued interest.

If (i) there is a Determination of Taxability (as defined below) or (ii) this Bond shall not be "a qualified tax exempt obligation" as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") (each a "Tax Event"), the interest rate shall be adjusted to a rate determined by the Bank for the Bank to obtain the same after-tax yield as if such events had not occurred effective from and after the date interest on this Bond is first determined to be includable in the gross income of the Bank or the date the Bond is determined not be "a qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code, as applicable. The obligation of the Issuer contained herein with respect to the payment of amounts required to be paid in the event of a Tax Event shall survive the payment in full of this Bond. As used herein, "Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that due to the action or inaction of the Issuer interest paid or payable on this Bond is or was includable in the gross income of the Bank for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same and until the conclusion of any appellate review, if sought.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, does not violate any constitutional, statutory or charter limitations or provisions.

This Bond is and has all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

This Bond is transferable by the owner hereof in person or by his attorney or legal representative at the office of the Registrar in the manner and subject to the conditions provided in the Resolution.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Town of Belleair, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Town Manager and its corporate seal to be impressed hereon, attested and countersigned by its Clerk, all as of November 7, 2019.

TOWN OF BELLEAIR, FLORIDA

(SEAL)

By: _____
Town Manager

ATTESTED AND COUNTERSIGNED:

Town Clerk

ASSIGNMENT

For valuable consideration, the _____ acting through the _____ does hereby assign, transfer and deliver to _____ all of its right, title and interest in and to this Bond and all rights belonging or appertaining to the assignor under and by virtue of this Bond.

By: _____
Title: _____

Witnesses:

Schedule 1

Amortization Schedule

<u>Period Ending</u>	<u>Total Payment</u>	<u>Interest</u>	<u>Principal</u>
04/01/2020	\$ 46,120.08	\$ 46,120.08	
10/01/2020	\$ 164,650.10	\$ 57,650.10	\$ 107,000.00
04/01/2021	\$ 56,334.00	\$ 56,334.00	
10/01/2021	\$ 252,334.00	\$ 56,334.00	\$ 196,000.00
04/01/2022	\$ 53,923.20	\$ 53,923.20	
10/01/2022	\$ 255,923.20	\$ 53,923.20	\$ 202,000.00
04/01/2023	\$ 51,438.60	\$ 51,438.60	
10/01/2023	\$ 256,438.60	\$ 51,438.60	\$ 205,000.00
04/01/2024	\$ 48,917.10	\$ 48,917.10	
10/01/2024	\$ 260,917.10	\$ 48,917.10	\$ 212,000.00
04/01/2025	\$ 46,309.50	\$ 46,309.50	
10/01/2025	\$ 263,309.50	\$ 46,309.50	\$ 217,000.00
04/01/2026	\$ 43,640.40	\$ 43,640.40	
10/01/2026	\$ 264,640.40	\$ 43,640.40	\$ 221,000.00
04/01/2027	\$ 40,922.10	\$ 40,922.10	
10/01/2027	\$ 267,922.10	\$ 40,922.10	\$ 227,000.00
04/01/2028	\$ 38,130.00	\$ 38,130.00	
10/01/2028	\$ 271,130.00	\$ 38,130.00	\$ 233,000.00
04/01/2029	\$ 35,264.10	\$ 35,264.10	
10/01/2029	\$ 275,264.10	\$ 35,264.10	\$ 240,000.00
04/01/2030	\$ 32,312.10	\$ 32,312.10	
10/01/2030	\$ 275,312.10	\$ 32,312.10	\$ 243,000.00
04/01/2031	\$ 29,323.20	\$ 29,323.20	
10/01/2031	\$ 281,323.20	\$ 29,323.20	\$ 252,000.00
04/01/2032	\$ 26,223.60	\$ 26,223.60	
10/01/2032	\$ 283,223.60	\$ 26,223.60	\$ 257,000.00
04/01/2033	\$ 23,062.50	\$ 23,062.50	
10/01/2033	\$ 949,062.50	\$ 23,062.50	\$ 926,000.00
04/01/2034	\$ 11,672.70	\$ 11,672.70	
10/01/2034	\$ 960,672.70	\$ 11,672.70	\$ 949,000.00
<hr/>			
Total	\$ 4,687,000.00	\$ 1,178,716.36	\$ 4,687,000.00

SOURCES AND USES OF FUNDS

Town of Belleair, Florida
Capital Improvement Revenue Bond, Series 2019B

Final Numbers
Lender: BB&T

Sources:	
<hr/>	
Bond Proceeds:	
Par Amount	4,687,000.00
<hr/>	
	4,687,000.00
<hr/>	
Uses:	
<hr/>	
Project Fund Deposits:	
Project Fund	4,663,500.00
<hr/>	
Delivery Date Expenses:	
Cost of Issuance	23,500.00
<hr/>	
	4,687,000.00
<hr/>	

BOND SUMMARY STATISTICS

Town of Belleair, Florida
Capital Improvement Revenue Bond, Series 2019B

Final Numbers

Lender: BB&T

Dated Date	11/07/2019
Delivery Date	11/07/2019
Last Maturity	10/01/2034

Arbitrage Yield	2.460136%
True Interest Cost (TIC)	2.460136%
Net Interest Cost (NIC)	2.460000%
All-In TIC	2.517305%
Average Coupon	2.460000%

Average Life (years)	10.223
Duration of Issue (years)	8.908

Par Amount	4,687,000.00
Bond Proceeds	4,687,000.00
Total Interest	1,178,716.38
Net Interest	1,178,716.38
Total Debt Service	5,865,716.38
Maximum Annual Debt Service	972,345.40
Average Annual Debt Service	393,672.24

Underwriter's Fees (per \$1000)

Average Takedown

Other Fee

Total Underwriter's Discount

Bid Price	100.000000
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Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	4,687,000.00	100.000	2.460%	10.223	4,116.06
	4,687,000.00			10.223	4,116.06

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,687,000.00	4,687,000.00	4,687,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-23,500.00	
- Other Amounts			
Target Value	4,687,000.00	4,663,500.00	4,687,000.00
Target Date	11/07/2019	11/07/2019	11/07/2019
Yield	2.460136%	2.517305%	2.460136%

BOND DEBT SERVICE

Town of Belleair, Florida
Capital Improvement Revenue Bond, Series 2019B

Final Numbers

Lender: BB&T

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2020			46,120.08	46,120.08	
10/01/2020	107,000	2.460%	57,650.10	164,650.10	210,770.18
04/01/2021			56,334.00	56,334.00	
10/01/2021	196,000	2.460%	56,334.00	252,334.00	308,668.00
04/01/2022			53,923.20	53,923.20	
10/01/2022	202,000	2.460%	53,923.20	255,923.20	309,846.40
04/01/2023			51,438.60	51,438.60	
10/01/2023	205,000	2.460%	51,438.60	256,438.60	307,877.20
04/01/2024			48,917.10	48,917.10	
10/01/2024	212,000	2.460%	48,917.10	260,917.10	309,834.20
04/01/2025			46,309.50	46,309.50	
10/01/2025	217,000	2.460%	46,309.50	263,309.50	309,619.00
04/01/2026			43,640.40	43,640.40	
10/01/2026	221,000	2.460%	43,640.40	264,640.40	308,280.80
04/01/2027			40,922.10	40,922.10	
10/01/2027	227,000	2.460%	40,922.10	267,922.10	308,844.20
04/01/2028			38,130.00	38,130.00	
10/01/2028	233,000	2.460%	38,130.00	271,130.00	309,260.00
04/01/2029			35,264.10	35,264.10	
10/01/2029	240,000	2.460%	35,264.10	275,264.10	310,528.20
04/01/2030			32,312.10	32,312.10	
10/01/2030	243,000	2.460%	32,312.10	275,312.10	307,624.20
04/01/2031			29,323.20	29,323.20	
10/01/2031	252,000	2.460%	29,323.20	281,323.20	310,646.40
04/01/2032			26,223.60	26,223.60	
10/01/2032	257,000	2.460%	26,223.60	283,223.60	309,447.20
04/01/2033			23,062.50	23,062.50	
10/01/2033	926,000	2.460%	23,062.50	949,062.50	972,125.00
04/01/2034			11,672.70	11,672.70	
10/01/2034	949,000	2.460%	11,672.70	960,672.70	972,345.40
	4,687,000		1,178,716.38	5,865,716.38	5,865,716.38

AGGREGATE DEBT SERVICE

Town of Belleair, Florida
Capital Improvement Revenue Bond, Series 2019B

Final Numbers
Lender: BB&T

Period Ending	Capital Improvement Revenue Bond, Series 2019B	Series 2019A	Aggregate Debt Service
10/01/2020	210,770.18	664,904.25	875,674.43
10/01/2021	308,668.00	663,772.00	972,440.00
10/01/2022	309,846.40	662,570.40	972,416.80
10/01/2023	307,877.20	665,098.20	972,975.40
10/01/2024	309,834.20	662,257.00	972,091.20
10/01/2025	309,619.00	663,169.80	972,788.80
10/01/2026	308,280.80	663,738.20	972,019.00
10/01/2027	308,844.20	663,962.20	972,806.40
10/01/2028	309,260.00	662,841.80	972,101.80
10/01/2029	310,528.20	662,401.60	972,929.80
10/01/2030	307,624.20	664,617.00	972,241.20
10/01/2031	310,646.40	661,414.20	972,060.60
10/01/2032	309,447.20	662,916.20	972,363.40
10/01/2033	972,125.00		972,125.00
10/01/2034	972,345.40		972,345.40
	5,865,716.38	8,623,662.85	14,489,379.23

COST OF ISSUANCE

Town of Belleair, Florida
Capital Improvement Revenue Bond, Series 2019B

Final Numbers
Lender: BB&T

Cost of Issuance	\$/1000	Amount
Bond Counsel Fee	2.13356	10,000.00
Financial Advisor Fee	1.60017	7,500.00
Bank Counsel Fee	1.06678	5,000.00
Miscellaneous	0.21336	1,000.00
	5.01387	23,500.00

FORM 8038 STATISTICS

Town of Belleair, Florida
Capital Improvement Revenue Bond, Series 2019B

Final Numbers
Lender: BB&T

Dated Date 11/07/2019
Delivery Date 11/07/2019

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	10/01/2020	107,000.00	2.460%	100.000	107,000.00	107,000.00
	10/01/2021	196,000.00	2.460%	100.000	196,000.00	196,000.00
	10/01/2022	202,000.00	2.460%	100.000	202,000.00	202,000.00
	10/01/2023	205,000.00	2.460%	100.000	205,000.00	205,000.00
	10/01/2024	212,000.00	2.460%	100.000	212,000.00	212,000.00
	10/01/2025	217,000.00	2.460%	100.000	217,000.00	217,000.00
	10/01/2026	221,000.00	2.460%	100.000	221,000.00	221,000.00
	10/01/2027	227,000.00	2.460%	100.000	227,000.00	227,000.00
	10/01/2028	233,000.00	2.460%	100.000	233,000.00	233,000.00
	10/01/2029	240,000.00	2.460%	100.000	240,000.00	240,000.00
	10/01/2030	243,000.00	2.460%	100.000	243,000.00	243,000.00
	10/01/2031	252,000.00	2.460%	100.000	252,000.00	252,000.00
	10/01/2032	257,000.00	2.460%	100.000	257,000.00	257,000.00
	10/01/2033	926,000.00	2.460%	100.000	926,000.00	926,000.00
	10/01/2034	949,000.00	2.460%	100.000	949,000.00	949,000.00
		4,687,000.00			4,687,000.00	4,687,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/01/2034	2.460%	949,000.00	949,000.00		
Entire Issue			4,687,000.00	4,687,000.00	10.2230	2.4601%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	23,500.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00



Legislation Details (With Text)

File #: 19-0295 **Version:** 1 **Name:**
Type: Discussion Items **Status:** General Agenda
File created: 10/3/2019 **In control:** Town Commission
On agenda: 11/5/2019 **Final action:**
Title: Fire Chief Report
Sponsors:
Indexes:
Code sections:
Attachments: [September 2019](#)

Date	Ver.	Action By	Action	Result
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Summary

To: Town Commission
From: Ashley L A Bernal
Date: 10/15/2019

Subject:
Fire Chief's Report

Summary:

Chief Chad Pittman from Largo Fire Department will be here to introduce himself and provide and update on fire services from the City of Largo. In previous meetings, the Town Commission has stated the intention to begin regularly reviewing the fire reports produced by the City of Largo. This item includes the report for September of 2019, as well as the Fire Chief's report published shortly after.

Previous Commission Action: Commission requested staff to pursue reviewing the fire reports published by the City of Largo.

Response Zone Report
Date Range Searched: 09/01/2019 to 09/30/2019
Station: 43

Code BreakDown in Station 43's Area

Code	Runs	Runs per Day	% Calls Handled	Call Processing	Response	Involved
ME-MEDICAL INCIDENT RESPONSE	130	4.3	85.53%	00:01:23	00:04:56	00:30:20
F52-FIRE ALARM	8	0.3	5.26%	00:00:44	00:04:36	00:20:38
FIS-FIRE INCIDENT RESPONSE SPECIAL	3	0.1	1.97%	00:01:28	00:07:15	00:25:46
RI-RESCUE INCIDENT RESPONSE	3	0.1	1.97%	00:01:26	00:05:08	00:13:17
TA-TRAUMA ALERT	2	0.1	1.32%	00:00:51	00:04:32	00:54:10
M69-STRUCTURE FIRE RESPONSE	2	0.1	1.32%	00:01:16	00:04:16	00:47:07
FI-FIRE INCIDENT RESPONSE	2	0.1	1.32%	00:01:22	00:04:49	00:26:30
F69-UNCONFIRMED STRUCTURE FIRE	1	0	0.66%	00:01:07	00:05:05	00:16:44
MES-MEDICAL INCIDENT SPECIAL	1	0	0.66%	00:01:37	00:03:55	00:18:30
Totals	152	5.1				

Emergency Medical Calls in Station 43's Area

Unit	Runs	Runs per Day	% Calls Handled	Call Process	Turnout	Travel	Response	At Patient	Involved	ALS Arrived Before SS	Avg. SS After ALS	Avg. SS Arrival to ALS Available	07:30 Response Compliance	FD Follow
E43	77	2.6	70.64%	00:01:22	00:00:59	00:03:38	00:04:38	00:02:07	00:31:06	84%	00:03:13	00:23:09	97%	14%
R41	17	0.6	15.6%	00:01:17	00:01:02	00:03:31	00:04:33	00:03:24	00:33:05	76%	00:02:15	00:25:56	100%	24%
ME41	6	0.2	5.5%	00:01:14	00:00:41	00:04:03	00:04:44	00:01:39	00:21:33	67%	00:02:55	00:06:52	100%	0%
E41	5	0.2	4.59%	00:01:09	00:00:47	00:02:56	00:03:43	00:02:29	00:32:09	60%	00:01:14	00:23:45	100%	80%
E45	1	0	0.92%	00:01:57	00:00:56	00:06:07	00:07:03	00:00:00	00:28:22	0%	00:00:00	00:00:00	100%	0%
E39	1	0	0.92%	00:02:30	00:01:02	00:06:00	00:07:02	00:00:20	00:34:19	100%	00:01:47	00:25:30	100%	0%
R39	1	0	0.92%	00:00:28	00:00:39	00:06:20	00:06:59	00:01:22	00:32:08	100%	00:00:39	00:24:30	100%	0%
T42	1	0	0.92%	00:00:36	00:00:10	00:02:27	00:02:37	00:00:00	00:03:27	100%	00:00:00	00:00:00	100%	0%
Totals	109	3.6												

Downgraded Medical Calls in Station 43's Area

Unit	Runs	Runs per Day	% Calls Handled	Call Process	Turnout	Travel	Response	At Patient	Involved	ALS Arrived before Sunstar	15:00 Response Compliance	FD Follow
E43	22	0.7	81.48%	00:01:44	00:00:57	00:04:41	00:05:39	00:02:18	00:27:36	91%	100%	5%
ME45	2	0.1	7.41%	00:00:42	00:01:12	00:09:55	00:11:07	00:00:58	00:33:49	100%	100%	0%
R41	2	0.1	7.41%	00:00:30	00:00:36	00:04:13	00:04:50	00:02:38	00:21:14	100%	100%	0%
S39	1	0	3.7%	00:02:27	00:00:30	00:09:24	00:09:54	00:01:28	00:47:49	100%	100%	0%
Totals	27	0.9										

Emergency Fire Calls in Station 43's Area

Unit	Runs	Runs per Day	% Calls Handled	Call Process	Turnout	Travel	Response	Involved	7:30 Response Compliance
E43	8	0.3	72.73%	00:00:49	00:00:52	00:03:55	00:04:47	00:26:30	100%
E41	2	0.1	18.18%	00:01:14	00:00:58	00:04:02	00:05:00	00:31:48	100%
T45	1	0	9.09%	00:02:50	00:00:03	00:08:25	00:08:28	00:24:41	0%
Totals	11	0.4							

Downgraded Fire Calls in Station 43's Area

Unit	Runs	Runs per Day	% Calls Handled	Call Process	Turnout	Travel	Response	Involved 15:00	Response Compliance
E43	4	0.1	80%	00:00:57	00:00:55	00:04:04	00:04:59	00:22:19	100%
T41	1	0	20%	00:01:07	00:00:49	00:04:16	00:05:05	00:16:44	100%
Totals	5	0.1							

Inspections in Station 43' Area

Inspection Type	Count
Plan Review	8
Inspections	9
Consultation – Other	3
Total	20



Legislation Details (With Text)

File #: 19-0307 **Version:** 1 **Name:**

Type: Proclamation **Status:** General Agenda

File created: 10/29/2019 **In control:** Town Commission

On agenda: 11/5/2019 **Final action:**

Title: Proclaiming November 9th as Henry B. Plant Day in Belleair

Sponsors:

Indexes:

Code sections:

Attachments: [Proclamation Request-Henry Plant Day](#)
[Henry B Plant Day 2019](#)

Date	Ver.	Action By	Action	Result
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Florida State Society
Kay Yarbrough, State Regent
Clearwater Chapter

Elizabeth Werner, Chapter Regent

2625 State Road 590 Apt. 222, Clearwater, FL 33759-2210
Home Phone (727) 797-8488 Email clwehw.dar@wowway.com

September 3, 2019

Honorable Mayor Gary H. Katica of Belleair
Belleair Town Hall
901 Ponce de Leon Blvd.
Belleair, FL 33756

Dear Mayor Katica:

The Clearwater Chapter of the Daughters of the American Revolution will dedicate a historical marker at the Belleview Inn on Saturday, November 9, 2019 at 2:00 pm.

The Belleview Inn was built by Henry B. Plant and opened in 1897 as the Belleview Hotel. It attracted tourists from the north seeking Florida's mild climate and natural attractions. Henry B. Plant's system of railroads, steamship line and hotels promoted the population growth, economic development and tourism in the Tampa Bay Area. The Belleview Hotel drew tourists to Belleair and hosted celebrities and presidents.

Our Chapter would like you to issue a proclamation declaring November 9 as Henry B. Plant Day in the Town of Belleair. I have enclosed some suggested wording of the whereas statements for the proclamation.

Please mail the proclamation to my address 2625 State Road 590, Apt. 222, Clearwater, FL 33759. The proclamation will be read at the dedication ceremony.

Sincerely,

Elizabeth Werner, Regent
Clearwater Chapter, NSDAR

Enclosure

PROCLAMING NOVEMBER 9, 2019 “HENRY B. PLANT DAY”

WHEREAS, Henry B. Plant’s railroad connected Tampa Bay to the nation’s railroad system; and

WHEREAS, Henry B. Plant’s steamship line connected Tampa, Key West and Cuba; and

WHEREAS, Henry B. Plant’s Belleview Hotel brought tourists to Belleair and gave rise to the tourism industry in what is now Pinellas County; and

WHEREAS, Henry B. Plant’s system of railroads, steamships and hotels promoted the population and economic growth of the Tampa Bay Region; and

WHEREAS, 2019 marks the 200th anniversary of the birth of Henry B. Plant; and

WHEREAS, the Clearwater Chapter, National Society of the Daughters of the American Revolution (NSDAR) will dedicate a historical marker at the Belleview Inn honoring Henry B. Plant and his hotel on November 9, 2019.

s

NOW, THEREFORE, I, GARY H. KATICA, Mayor of the Town of Belleair, Florida, do hereby proclaim November 9, 2019 as Henry B. Plant Day in Belleair.

***GIVEN under our hand and the seal of the
TOWN OF BELLEAIR, FLORIDA, this 5th
day of NOVEMBER, A.D., 2019.***

GARY H. KATICA, MAYOR



Legislation Details (With Text)

File #: 19-0289 **Version:** 1 **Name:**
Type: Discussion Items **Status:** General Agenda
File created: 10/2/2019 **In control:** Town Commission
On agenda: 11/5/2019 **Final action:**
Title: Extension of Special Certificate of Appropriateness for 1574 Druid Road South
Sponsors:
Indexes:
Code sections:
Attachments: [Authorized SCOA 1574 Druid Road South](#)
[SCOA Extension Letter 1574 Druid Road South](#)

Date	Ver.	Action By	Action	Result
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Summary

To: Town Commission
From: Cathy DeKarz, Management Analyst
Date: 11/5/2019

Subject:

Extension of Special Certificate of Appropriateness for 1574 Druid Road South

Summary:

Mr. Philip and Mrs. Amanda Wolf of 1574 Druid Road South are mid-way through extensive renovations of their historic home. Due to the nature of these upgrades, and a change in contractors, Mr. and Mrs. Wolf are unable to complete these changes by the default one-year timeframe set up in their Special Certificate of Appropriateness (SCOA). Hence, the applicants are asking the Historic Preservation Board and the Commission to grant a one-year extension to their SCOA, putting the completion deadline to November 20, 2020.

This extension provides for no major changes to the original plans that the Historic Preservation Board and the Commission approved in November of 2018.

Please note that following the completion of the renovation, the applicants will be required to return to the Historic Preservation Board to complete the SCOA and historic tax exemption processes.

Previous Commission Action: The Historic Preservation Board recommended approval for an SCOA for 1574 Druid Road South on November 13, 2018. The Town Commission then approved the SCOA and a preliminary historic tax exemption for the property on November 20, 2018.

The Historic Preservation Board also recommended approval of this extension on October 29, 2019.

Background/Problem Discussion: See attached.

Expenditure Challenges N/A

Financial Implications: This action will not affect the property's historic tax exemption or other financial obligations to the Town of Belleair.

Recommendation: Staff recommends approval of the Special Certificate of Appropriateness extension for 1574 Druid Road South.

Proposed Motion I recommend approval of the Special Certificate of Appropriateness extension for 1574 Druid Road South.



TOWN OF BELLEAIR SPECIAL CERTIFICATE OF APPROPRIATENESS APPLICATION

FOR STAFF USE ONLY

COA#: 2018-1

Commission
Town Manager Recommendation: APPROVED

Date: 11-20-18

Historic Preservation Board Recommendation: APPROVED

Date: 11-13-18

CDK
11-20-18

Instructions: All required supporting materials must be provided; incomplete applications will not be evaluated. If additional space is needed, attach additional sheets. The Special Certificate of Appropriateness is valid for a period of 365 days after the date of approval, unless otherwise specifically provided by the approval. An extension of up to 180 days may be requested to complete work in-progress if requested prior to the expiration date, work has commenced, and the scope of work originally approved has not changed. Otherwise, the owner must re-apply.

A. GENERAL INFORMATION (To be completed by all applicants).

1. Property Identification and Location:

Name of Property/Business: Residence - "Casa McCormick"

Property Identification Number (from tax records): 21-29-15-06462-075-0050

Address of Property: 1574 Druid Rd. S

2. Mailing Addresses:

Property Owner: Katherine McCormick (under contract to close sale to Philip + Amanda Wolf - SEE attached authority)

Address: 1574 Druid Rd. S.

City: Belleair State: FL Zip Code: 33756

Phone Number (H): _____ (W): _____

Occupant: Contract Purchaser - Philip + Amanda Wolf

Address: 3105 W. Fielder St.

City: Tampa State: FL Zip Code: 33611

Phone Number (H): (813) 777-9797 (W): _____

Agent/Engineer/Architect: _____

Address: _____

3. Existing Uses and Building Condition: Unoccupied Residence - Poor + Dilapidated Condition Exterior + Interior

4. Type of Request:

Proposed Use:

<input type="checkbox"/> Alteration of an archaeological site	<input checked="" type="checkbox"/> Single-family residence	<input type="checkbox"/> New construction
<input checked="" type="checkbox"/> Exterior alteration of building/structure	<input type="checkbox"/> Multi-family residence	<input type="checkbox"/> Relocation
<input type="checkbox"/> Demolition	<input type="checkbox"/> Other:	

5. Estimated Cost of Work:

610,000

6. Written Description of Proposed Work:

All applications must include at least two photographs with different views showing the sides of the designated property which will be altered. Also, if required, include photographs of all adjacent properties. Explain what changes will be made and how they will be accomplished. If required, submit detailed plans and elevation drawings and specifications to support the written description.

Exterior Building Features (include material samples when necessary)	
Structural Systems:	Roofs and Roofing:
See Attached Addendum titled	Supplemental Materials for Historical
Windows and Doors:	Materials (masonry, wood, metal):
" "	" "
Porches, Awnings, Steps and Fences:	Painting and Finishes:
" "	" "
Environmental Features (grading, landscaping, parking, subsurface work, etc.):	
" "	

Improvements

7. Criteria for Evaluating Applications:

In addition to all other article provisions, the Commission shall consider the following criteria in evaluating applications for a Special Certificate of Appropriateness for demolition of designated properties:

- | | Y | N |
|---|-------------------------------------|--------------------------|
| a. Is the structure of such interest or quality that it would reasonably meet national, state, or local criteria for designation as a historic structure or is so designated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Is the structure of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Is the structure one of the last remaining examples of its kind in the neighborhood, the county, or region? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Does the structure contribute significantly to the historic character of a designated district? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Would retaining the structure promote the general welfare of the town by providing an opportunity for study of local history, architecture, and design or by developing an understanding of the importance and value of a particular culture and heritage? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

8. Owner Attestation:

The information on this application represents an accurate description of the proposed work. The undersigned has omitted nothing that might affect the decision of the Town Commission, and hereby certifies that the project described in this application, as detailed by plans and specifications enclosed, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that approval of this application by the Town Commission in no way constitutes approval of building permit or other required Town or County permit.

Signature (Owner): Shirley on behalf of Katherine McCormick Date: 10/5/18
 Signature (Agent): _____ Date: _____

* See Enclosed Authorization Letter.

September __, 2018

Town of Belleair Historic Preservation Board
1075 Ponce de Leon Blvd.
Belleair, FL 33756

To whom it may concern:

I, Katherine McCormick, as the sole property owner of 1574 Druid Road South (the "Property"), do hereby grant permission and authority to Philip and Amanda Wolf, as prospective purchasers of the Property, to apply to the Town of Belleair and the Pinellas County Property Appraiser's Office for approval of a Special Certificate of Appropriateness and a historic tax exemption, for their proposed rehabilitation of the Property.

Signature:

Katherine McCormick

State of New York)

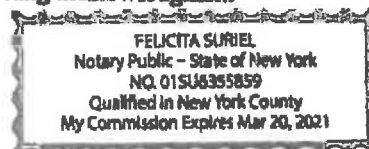
County of New York ss

On the 18 day of Sept. in the year 2018 before me, the undersigned, personally appeared Katherine McCormick personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Signature and office of individual taking acknowledgment

Witness Signature: _____

Print Name: _____



State of New York)

County of _____ ss

On the ____ day of ____ in the year ____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Signature and office of individual taking acknowledgment

September 18, 2019

Attention: The Town of Belleair Historic Preservation Board
901 Ponce de Leon Boulevard
Belleair, Florida 33756

In November of 2018, the Town of Belleair Historic Preservation Board and the Commission approved a Special Certificate of Appropriateness and a preliminary historic tax exemption for our property at 1574 Druid Road South (AKA "Casa McCormick").

This Classical Revival home was built in 1918, and we are dedicated to protecting and preserving its historic integrity by bringing it back to its original splendor and charm. As approved for last year, we are completing extensive renovations to revive our beautiful home.

However, the process to complete this work is not possible within the original one-year timeframe set up in the Special Certificate of Appropriateness. Since November of 2018, we have changed contractors, which led to a delay in the project. We are glad to now have a new contractor, and we are making significant progress toward completion, with no major changes to the approved plans.

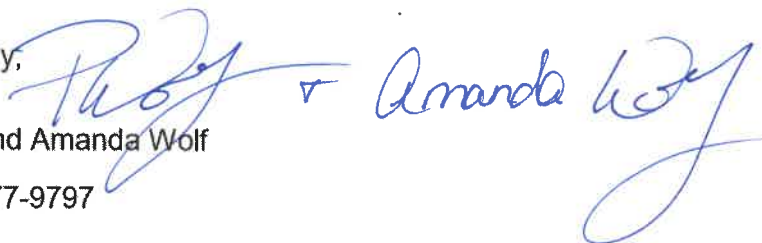
As such, we are submitting this letter to the Town of Belleair in order to formally request a one-year extension to our original Special Certificate of Appropriateness. This would extend our deadline to complete all previously-approved construction by November 20, 2020.

We hope that the Board will grant this request, as we are looking forward to calling Belleair home in the very near future.

Sincerely,

Philip and Amanda Wolf

(813) 777-9797

A handwritten signature in blue ink, appearing to read "Philip & Amanda Wolf", is written over the typed name and phone number.



Legislation Details (With Text)

File #: 19-0301 **Version:** 1 **Name:**
Type: Resolution **Status:** General Agenda
File created: 10/17/2019 **In control:** Town Commission
On agenda: 11/5/2019 **Final action:**
Title: Resolution 2019-25 Confirming Police Pension Board Appointment
Sponsors:
Indexes:
Code sections:
Attachments: [2019-25 Police Pension Board Appointments](#)

Date	Ver.	Action By	Action	Result
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RESOLUTION NO. 2019-25

**A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA,
PROVIDING FOR THE CONFIRMATION OF A CERTAIN
MEMBER TO THE BOARD OF TRUSTEES FOR THE TOWN
OF BELLEAIR MUNICIPAL POLICE OFFICERS' AND
RETIREMENT PLAN.**

WHEREAS, the Belleair Code of Ordinances, Chapter 42, Article III, Division 2, Section 42.91 has established a Board of Trustees to administer the Town of Belleair Municipal Police Officers' Retirement Plan; and

WHEREAS, the resignation of Harry Katica has left an unexpired term on the Pension Board; and

WHEREAS, Tom Kane has been selected to fill the vacancy and to serve the unexpired two year term as the board elected member.

WHEREAS, the following named person has been appointed in accordance with the Town of Belleair Code of Ordinances, Chapter 42, Article III, Division 2, Section 42.91:

<u>Name</u>		<u>Expiration of Term</u>
Tom Kane	Board Elected	September 30, 2020

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF BELLEAIR, FLORIDA:**

That the Town Commission does hereby confirm and approve the appointment of Ron Campbell for the Board of Trustees of the Town of Belleair Municipal Police Officers' Retirement Plan state term.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
BELLEAIR, FLORIDA, this 5th day of NOVEMBER, A.D., 2019.**

Mayor

ATTEST:

Town Clerk



Legislation Details (With Text)

File #: 19-0309 **Version:** 1 **Name:**
Type: Resolution **Status:** General Agenda
File created: 10/31/2019 **In control:** Town Commission
On agenda: 11/5/2019 **Final action:**
Title: Resolution 2019-26: Approval of Agreement with Fraternal Order of Police
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution FOP 10.1.19-9.30.22](#)
[Attachment A: FOP Belleair PD 2019-2022 Final](#)
[FOP Belleair PD 2019-2022 Final - redline](#)

Date	Ver.	Action By	Action	Result
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Summary

To: Town Commission
From: Stefan Massol, Director of Support Services
Date: 11/5/2019

Subject:

Resolution 2019-26: Renewal of Agreement with Fraternal Order of Police

Summary:

The Town of Belleair staff has reached a tentative agreement with the Fraternal Order of Police to remain in effect until September 30, 2022.

Previous Commission Action: Town Commission discussed the terms of this agreement and related ordinance changes at the previous meeting.

Background/Problem Discussion: Once every three years the Town and Fraternal Order of Police (FOP) negotiate a three-year collective bargaining agreement for the Town's police officers. The town's police officers are the only bargaining unit at the Town. During negotiations there were two main opportunities identified: 1) adjustment of the pension benefit calculation to its sustainability for future years; and 2) premium cost-share for officers with a spouse or children who are on the Town's health insurance plan. Having reviewed the Town's pension and benefit offerings compared to other neighboring agencies, staff and the FOP agreed that rebalancing of the benefit structure would assist with recruitment of future officers. The FOP has accepted the Town's proposal to change the pension benefits for future plan members. Those future members would now have a normal retirement age of 55 with 10 years of service, a member contribution rate of 8%, and a multiplier of 3% for purposes of calculating the pension benefit.

Other changes were made to shift differential, which will be paid at 5% premium for evening shifts and 10% premium for midnight shifts. Holidays for the Police Department will be recognized on the day they occur, and additional terms related to special duty pay were included as well.

Recommendation: Approval of Resolution 2019-26 Renewal of Agreement with Fraternal Order of Police.

Proposed Motion: I move approval of Resolution 2019-26 Renewal of Agreement with Fraternal Order of Police

RESOLUTION NO. 2019-26

**A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA, FOR
RENEWING THE CONTRACT BETWEEN THE TOWN OF
BELLEAIR AND FRATERNAL ORDER OF POLICE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Belleair ("Town") maintains a high level of public safety for the direct benefit and security of its residents; and

WHEREAS, the Town desires to continue offering public safety services directly to residents with the Belleair Police Department; and

WHEREAS, the Belleair Police Department is represented by the Fraternal Order of Police for purposes of collective bargaining; and

WHEREAS, the Town has historically entered into agreements with the Fraternal Order of Police for three-year terms.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF BELLEAIR, FLORIDA; that**

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference

Section 2. Renewal of Contract. The contract enclosed as Attachment A is hereby approved as presented.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Belleair, Florida, this 5th day of November, A.D., 2019.

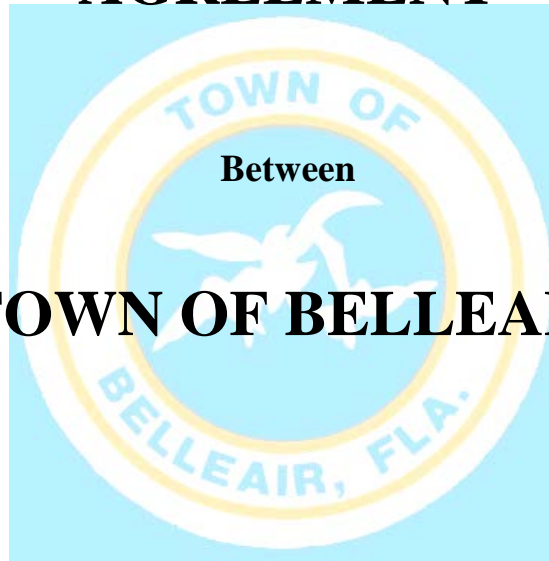
Mayor

ATTEST:

Town Clerk

ATTACHMENT A

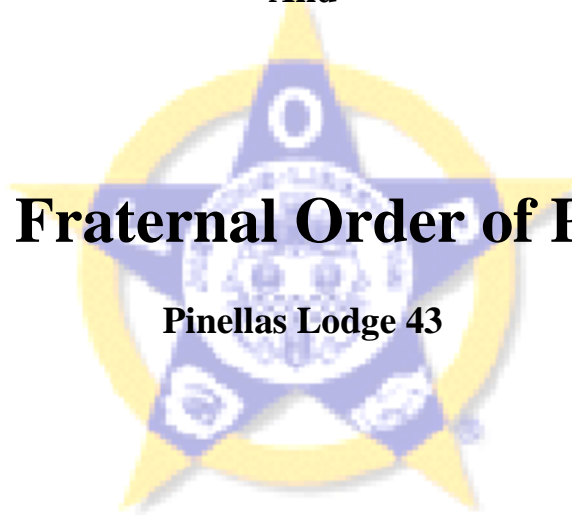
AGREEMENT



Between

TOWN OF BELLEAIR

And



The Fraternal Order of Police

Pinellas Lodge 43

For the Period of

10/1/2019 to 9/30/2022

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ARTICLE 1
PREAMBLE

- 1.1** In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by and between the Town of Belleair, a municipality in the State of Florida, hereinafter called the “Employer,” and the Fraternal Order of Police, Lodge 43, hereinafter referred to as the “FOP.” This labor agreement is applicable for employees as defined in Certificate Number 1220 issued to the FOP in accordance with the certification granted by the Public Employees Relations Commission on October 29, 1998.

ARTICLE 2 RECOGNITION

- 2.1** The Town of Belleair hereby recognizes the FOP as the exclusive representative for the purpose of collective bargaining with respect to wages, workweek as addressed in Article 15 and other terms and conditions of employment for all employees in the bargaining unit.
- 2.2** The bargaining unit for which this recognition is accorded is defined in the certification number 1220 granted by the Public Employees Relations Commission on October 29, 1998, comprised of all full-time employees within the Town of Belleair Police Department employed in the class of police officer ranked below that of Lieutenant. All other employees, in the other ranks and positions, shall be excluded from this Agreement.
- 2.3** The FOP hereby recognizes the Town Manager or his/her representative as the Employer's representative for the purpose of collective bargaining.
- 2.4** The FOP recognizes the right of the Town to enter into employment contracts with new employees for the purposes of recovering employment expenses should they leave voluntarily during the first 24 months of their employment. The current “Agreement for Reimbursement of Hiring and Training Expenses” including Appendix “A” that has been agreed to by the FOP is incorporated by reference.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1** 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 Town of Belleair prior to this agreement are retained by the Town, and may be exercised without prior notice to or consultation with the FOP.
- 3.2** Nothing in this agreement shall be construed so as to limit or impair the right of the Town 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 the operations thereof.
 - B.** To determine the purpose and functions of the Police Department and its constituent divisions, bureaus, and units.
 - C.** To perform those duties and exercise those responsibilities which are assigned to the Town by Federal and State law, Town ordinance or by Town regulation.
 - D.** To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the Town to be necessary for the operation and/or improvement of the Police Department, and to select, manage and direct management, administrative, supervisory and other personnel.
 - E.** To alter or vary past practices and otherwise to take such measures as the Town may determine to be necessary to maintain order and efficiency relative to both the workforce 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 Town in its sole discretion.
 - G.** To determine and re-determine job content, workload and workforce 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 Town.

- I.** To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department.
- J.** To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on competitive examination, performance evaluation, special skills, classifications, and other job-related elements at the discretion of the Town.
- K.** To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty for just cause.
- L.** To increase, reduce, change, modify or alter the size and composition of the workforce.
- M.** To establish, change or modify the number, types, and grades of positions/employees assigned to a division, bureau, unit or project of the Police Department.
- N.** To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased, contracted inter-governmentally, subcontracted, continued or discontinued.
- O.** To establish, change or modify employee duties, tasks, responsibilities or requirements.
- P.** To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the Town may from time to time deem appropriate. The town will act in accordance with this agreement on these matters.
- Q.** To determine the organization of the Police Department.
- R.** To determine the purpose and/or need of any subdivision of the Police Department.
- S.** To set the standards for services to be offered to the public.
- T.** To hire, examine, classify, promote, train, and retain employees in positions within the Police Department.
- U.** To suspend, demote, discharge, or take other disciplinary action against employees.
- V.** To determine the number of employees to be employed in the Police Department.

W. To establish, implement and maintain an effective internal security practice.

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

3.4 If, at the discretion of the Town Manager or 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 Town during the time of the declared emergency, with the exception of pay scales and benefits. The filing or progressing of any grievance shall be tolled until after the conclusion of the emergency condition(s) as determined by the Town and the Union is notified the emergency is over.

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

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

3.7 The FOP recognizes that the Town and the Police Department have certain obligations to comply with Federal, State and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.

3.8 The Town shall have the right, during the term of this Agreement, to terminate selected services and/or operations permanently. In such event, all obligations hereunder to its affected employees and to the FOP shall forthwith terminate. The Town shall also have the right, from time to time during this Agreement, to suspend selected services/operations in whole or in part and during the period of such suspension this agreement shall also be suspended without liability with respect to either the FOP or the employees involved.

- 3.9** The Town 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 Town of Belleair.
- 3.10** Except as otherwise expressly provided in this agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this agreement, shall remain and be in full force and effect unless changed, modified or deleted by the Town. Final authority to change, modify or delete any rule or regulation rests with the Town.
- 3.11** It is expressly understood by and between the parties to this agreement that the Town shall not be deemed to have waived or modified any of the rights reserved to the Town under this article by not exercising said rights either in a particular matter or in a particular manner.
- 3.12** Nothing contained in this agreement shall abrogate the rights, duties and responsibilities of the Town Manager, as provided by law.
- 3.13** Nothing in this agreement shall limit the Town in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The Town can exercise only those managerial functions that do not violate or abridge this agreement.
- 3.14** The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.
- 3.15** In the exercise of the above-enumerated rights the Town recognizes its obligations to bargain if the law so requires over such rights or decisions that alter, modify or impact on hours, wages, and terms and conditions of employment of bargaining unit employees. Nothing contained in this Section shall prevent the Town from implementing the proposed right or decision, but any settlement, agreement or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

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

ARTICLE 4
ABSENCE FROM DUTY FOR FOP BUSINESS

- 4.1** A FOP representative shall be granted time off by the Employer to attend FOP meetings, provided:
- A.** A written request is submitted to the Chief of Police at least 72 hours prior to the time off period.
 - B.** Sufficient staffing is available in the regular shift to properly staff the Department during the absence of the FOP official. In an emergency, an oral request may be made to the Police Chief or his/her designee, for verbal approval, provided a written request is submitted within 24 hours of the oral request and substantiates the emergency.
 - C.** There is sufficient time in the FOP pool. The FOP pool is defined in Article 4, Section 2.
- 4.2** The Town will establish a pool of time to which bargaining unit employees may donate time. The pool will be defined as follows:
- A.** A FOP pool of time will be established (starting with the effective date of this agreement) for the purpose of FOP officials attending official FOP business functions or meetings, providing the conditions in Article 4, Section 1.A. and 1.B. are met.
 - B.** The pool of time will be capped at forty (40) hours.
 - C.** Each member of the FOP may donate two (2) hours or more of his/her annual leave vacation, sick leave time, or compensatory time, but not to include holiday time, to the FOP leave pool.
 - D.** Donations will be made twice a year to the pool, during the first complete pay period of the fiscal year and during the first complete pay period in April. For the initial setup of the FOP pool, time may be donated for the first complete pay period after ratification.
 - E.** A donation cannot be less than 2 hours.
 - F.** A donation amount cannot cause the pool to exceed 40 hours.

Town of Belleair – FOP Contract 2019-2022

- G.** Approved use of pool time will be paid at straight time. Time used from the pool will not count as actual time worked and therefore will not be used to factor either overtime or compensatory time.
- H.** Once time is donated to the pool the FOP member donating the time cannot get it back.
- I.** Any time left in the pool as of the end of the Town's fiscal year will be carried forward to the next fiscal year but shall be included in the 40-hour limitation.
- J.** Donation requests will be in writing on forms approved by the Town Manager.

ARTICLE 5

CHECKOFF OF DUES

- 5.1** Employees covered by this agreement may authorize, on the prescribed form the deduction of FOP dues and uniform assessments.
- 5.2** FOP dues shall be deducted each applicable pay period, and the funds deducted, minus the applicable service fee shall be remitted to the FOP within thirty (30) days
- 5.3** The FOP agrees to pay the Employer a reasonable fee for the services of dues deduction and collection. The fee for dues deductions shall be one (\$1.00) dollar per member in each pay period having FOP deductions for those who have authorized such deductions.
- 5.4** Deductions will be made the first pay period of each month.
- 5.5** For the purpose of putting this Article into effect, the employer will furnish the FOP with forms for completion by employees who desire to authorize payroll deductions of FOP dues and uniform assessments.
- 5.6** Payroll dues authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the FOP.
- 5.7** The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.
- 5.8** In the event an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or other standard deductions, are not sufficient to cover dues it will be the responsibility of the FOP to collect its dues for that pay period from the employee.
- 5.9** The FOP will initially notify the Town as to the amount of the dues. Such notification will be certified to the Town, in writing, over the signature of an authorized officer of the FOP. Changes in FOP membership dues will be similarly certified to the Town, and shall be done at least one (1) month in advance of the effective date of such change.
- 5.10** The FOP agrees to pay the Employer a reasonable fee for any changes in bargaining unit membership dues structure at the rate of one (\$1.00) dollar times the number of members having such deductions at the time of such change. In addition, a flat fee of twelve (\$12.00) dollars shall apply to any such change. A check to cover these fees shall accompany the letter of authorization requesting such change.

5.11 The Union shall indemnify, defend and hold the Town, its officers, officials, agents, and employees harmless from any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Town, its officials, agents, and employees correctly complying with this Article. The Union shall promptly refund to the Town any funds received in accordance with this Agreement, which is in excess of the amount of membership dues, which the Town has agreed to deduct.

ARTICLE 6 REPRESENTATION

- 6.1** Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party. The names of the FOP representatives shall be given in writing to the Employer.
- 6.2** Recognized FOP representatives will be permitted to discuss FOP business with FOP members, when on duty, provided that such discussions shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the community as determined by the Chief of Police or designee. The FOP agrees that this privilege shall not be abused.
- 6.3** A copy of a special order, general order or a training bulletin, affecting FOP members shall be made available to the FOP upon request.
- 6.4** The FOP will submit the name of the recognized FOP representative(s) for the Belleair Police Department members at the signing of this agreement and will update that information if any changes are made during the term of this agreement. The Town agrees that the FOP Department representative or the FOP President will be the person of contact for any problems arising.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

7.1 GENERAL

- A.** 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 shall have the option of using the Town's grievance procedure contained in its Personnel Policy or the grievance procedure established under this Article, but an employee cannot use both procedures. A probationary employee may file a grievance over a non-disciplinary issue, but the step 3 decision shall not be subject to section 7.3. The discipline of probationary employees shall not be subject to sections 7.2 or 7.3, as such employees serve at the will and pleasure of the Town and are subject to disciplinary action.
- B.** An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his/her own grievances, and having such grievances adjusted without the intervention of the bargaining agent. If an employee chooses to process his/her own grievance, the FOP must be notified of any meeting where the resolution of the grievance may occur.
- C. Definitions:**
1. A "Grievance" is defined as and limited to a dispute involving the interpretation or application of a specific clause or provision of this Agreement. No other matters shall be considered a grievance or shall be the subject of arbitration.
 2. The term "employee" means any individual within the bargaining unit covered by this Agreement.
 3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of weekends and holidays.

4. A "grievant" is an employee or group of employees covered by this Agreement, who has filed a timely grievance under this article.

D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by either party or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the Employer at each step shall entitle the employee to advance the grievance to the next step. The time limits provided in this Article will be strictly construed and observed, unless extended by the Town Manager for a maximum of five (5) days.

E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the FOP, if applicable, and the Employer from orally discussing and resolving the grievance.

F. In advancing a grievance, the employee, the FOP representative, if applicable, and/or the Employer may call witnesses to offer relevant testimony. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses, and shall be excused to testify during working hours providing such absence from their place of work in no way adversely affects service to the community. If the grievant or FOP, if applicable, calls a witness that is a Town employee or a member of the bargaining unit, the time will not be considered time worked.

G. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Police Chief or Town Manager.

7.2 GRIEVANCE PROCEDURE

A. STEP ONE - The aggrieved employee may, with or without FOP representation, submit a written grievance at the Step in which the recipient would have the authority to address the issue within five (5) days of when the grievant knew or should have known of the event giving rise to the grievance. The written grievance at this step, and all steps hereafter, shall contain the following information:

1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.
2. The article (and section as appropriate) of the labor agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee
4. The signature of the aggrieved employee, or the FOP representative in case of class grievances.
5. The date submitted

The Supervisor shall meet with the grievant within five (5) days, to discuss and seek a solution to the grievance. Within five (5) days after the meeting, the Supervisor shall give his answer in writing to the grievant.

The written response at this step and all steps thereafter shall contain the following information:

1. The decision of the representative
2. The signature of the appropriate Employer representative

NOTE: *Step one shall be eliminated if the action, which is the subject of the grievance, was initiated by the Chief of Police.*

B. STEP TWO - If the grievance is not resolved at Step One; the aggrieved employee may submit a written appeal to the Police Chief within five (5) days after receipt of the Supervisor's written answer.

Within five (5) days after receipt of the written appeal, the Police Chief will meet with the aggrieved employee and/or the FOP representative to discuss and seek a solution to the grievance. Within five (5) days after this meeting, the Police chief shall give his written decision to the grievant.

STEP THREE - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the Town Manager within five (5) days after the Police Chief's or his designee's written answer. The Town Manager shall meet with the aggrieved employee and/or the FOP representative, and the Police Chief within five (5) days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) days after this meeting, the Town Manager shall give his written answer to the grievant and/or the FOP representative.

Merit evaluations, non-disciplinary counseling, documented verbal warnings, and written warnings which become part of the employee's personnel file are subject to the grievance procedure only through Step 3, Town Manager, and are not subject to arbitration.

7.3 ARBITRATION REFERRAL

- A.** If the grievant is dissatisfied with the grievance resolution issued by the Town Manager, all matters referred to in Section 7.2 may be submitted for final and binding arbitration as provided in this Article. Only the union may bring a grievance to arbitration, unless the Union refuses to represent the employee solely on the ground that the employee is not a member of the union in which event the employee shall have the right to arbitrate but shall have all of the rights and obligations that the union had had it not refused to represent the employee on that ground.
- B.** Within five (5) days from the decision of the Town Manager, the union or the employee pursuant to Section 7.3 A. above, must notify the Town Manager of its intent to arbitrate.
- C.** If the parties fail to mutually agree upon an arbitrator, within ten (10) days after the date of receipt of the arbitrator request, a list of seven qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Town Manager, the grievant, or the grievant's representative. Within five (5) days after receipt of this list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- D.** Unless otherwise provided in this Agreement, the arbitration shall be governed by the Revised Florida Arbitration Code (Florida Statutes, Chapter 682), shall be informal, and the rules of evidence shall not apply.
- E.** The arbitrator shall not have the power to add to, subtract from, ignore, modify, or alter the terms of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him.

- F.** The decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the FOP, and the Employer so long as it is consistent with Federal and state law and this Agreement.
- G.** The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration and each party shall bear the cost of its own representative, counsel, and witnesses.
- H.** Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Upon request by either party, the arbitrator shall have the power to issue subpoenas to compel witness attendance at the arbitration hearing in the manner provided by Section 682.08 of the Florida Statutes.
- I.** The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) days after the hearing.
- J.** In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- K.** Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event, not later than fifteen (15) calendar days after receipt of the arbitrator's decision unless an appeal is filed.
- L.** Either party to this Agreement desiring transcript of the arbitration hearing shall be responsible for the cost of such transcripts.
- M.** In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "Just Cause", as defined herein only, exists to support the discipline. The arbitrator may not modify any discipline imposed by the Town if the arbitrator finds that "Just Cause" did exist. If the arbitrator finds that "Just Cause" did not exist, the discipline must be eliminated. "Just Cause" shall be defined as and limited to a determination of whether the transgression alleged by the Town occurred and whether any other employee was treated differently for the same or similar transgression without a reasonable distinguishing basis. A transgression will not be deemed similar by an arbitrator solely on the basis of its

inclusion in the same disciplinary grouping as the transgression, which is the subject of the arbitration.

- 7.4** Claims of a violation of any law, including those referred to in Article 8, shall be subject to a grievance procedure, but shall not be subject to arbitration without written consent of both the union and the Town.

ARTICLE 8

EMPLOYEE RIGHTS

- 8.1** A bargaining unit member shall have the right to representation by a FOP representative at any time that the employee is subject to an interrogation which may lead to disciplinary action. All members are protected by the provisions of the Florida State Statutes under the Police Officer's Bill of Rights, Florida Statute, Sections 112.531, 112.532, 112.533 and 112.534.
- 8.2** An employee under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.
- 8.3** All personnel records shall be maintained in full accordance with Chapters 112 and 119 of the Florida Statutes governing personnel records for Police Officers. When a personnel record of a member of the bargaining unit is furnished to the public pursuant to a request therefor, such information shall be released in accordance with Florida Statutes governing public records. The employee shall be notified as soon as possible whenever his/her personnel record is accessed by the public. If the employee is absent from duty, an attempt will be made to contact the employee, and if unsuccessful the employee will be informed upon his/her return to work.
- 8.4** All employees shall have the right to inspect and make copies of their personnel records. No employee records shall be hidden from an employee's inspection. Any standard charges shall apply.
- 8.5** All Internal Affairs investigations will be conducted in accordance with Florida State Statutes.
- 8.6** When the employer requires a detailed memorandum to investigate an inquiry regarding an allegation of misconduct or inappropriate action by an employee, the employer shall provide a general description of the nature of the allegation at the time the memorandum is required.
- 8.7** All formal investigations shall culminate in one of the following conclusions:
- A. Exonerated:** The incident occurred but was lawful and proper.
 - B. Not Sustained:** Evidence does not support the allegation.
 - C. Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.

- D. Unfounded:** The incident did not occur.
- E. Policy Failure:** The action of the agency or the officer was consistent with agency policy; however, the policy requires amending or revision.

ARTICLE 9
BULLETIN BOARDS

- 9.1** The FOP shall have the use of a bulletin board located within the Break Room area of the Police Department.
- 9.2** The Police Chief must sign off on any item prior to it being posted on the bulletin board.
- 9.3** The FOP shall have reasonable access to use electronic mail within the Department for the purposes of informational items directly related to FOP business involving the bargaining unit; providing no email shall contain political, slanderous, controversial, vulgar or sexually related materials. All emails must be approved in advance by the Police Chief.

ARTICLE 10
COURT ATTENDANCE, DEPOSITIONS, AND STANDBY TIME

- 10.1 A.** An employee covered by this agreement whose appearance is required in county or circuit court as a result of a matter arising out of the course of his/her employment with the Town of Belleair, shall receive a minimum of two (2) hours pay if such attendance is during the employee's regularly scheduled time off. This provision shall also apply when the employee is subpoenaed to appear at the State Attorney's Office, Public Defender's Office, Traffic Court, or private attorney's office in a criminal, traffic, or civil case arising from the employee's course of employment with the Town. The employee shall be allowed to retain any monies paid for out of pocket expense and or mileage. The employee may elect to accept either the witness fees or the department pay but not both.
- B.** Employees required to appear as in A. above in multiple cases will be paid their two-hour minimum or the actual time spent whichever is greater.
- 1.** Time for court appearances will begin at the scheduled time.
 - 2.** Should multiple cases fall within the 2-hour block; the employee will only be eligible for the 2-hour pay or the actual time worked whichever is greater.
 - 3.** Should cases be separated by less than two hours the employee will be paid on a continuous basis for the total time from the start of the first appearance to the conclusion of the last appearance. If the time between cases exceeds 2 hours the employee will be paid for each appearance separately under the two hour minimum.
 - 4.** If an appearance begins within 60 minutes of the beginning or ending of an employee's scheduled work time, the employee will be paid continuously until the conclusion of the appearance.
 - 5.** Court Time will be recorded and paid at the overtime rate if the employee has 40 hours of work time other than court or court stand-by, otherwise court time will be credited or paid at the base rate of pay.
 - 6.** Time for court appearances while on standby begins when the court witness coordinator calls the employee to appear and the employee leaves their residence within 15 minutes thereof. Time for appearance ends when the

employee arrives at their residence (or would arrive at their residence by proceeding directly there), or when the employee arrives at work.

7. Should an officer be placed on court stand-by and later called to testify in the same case, that officer shall be paid for both stand-by and time spent in court, with a minimum of one hour court time.

10.2 An employee who becomes a plaintiff, defendant, or witness not associated with his/her work shall not be eligible for leave with pay, but must use chargeable leave time for any necessary time off.

10.3 An employee subpoenaed within the provisions of 10.1 above, shall promptly notify his/her immediate supervisor so that arrangements can be made for work coverage should it become necessary.

10.4 An employee who attends court during scheduled work time or other official duty as identified in 10.1 above, for only a portion of a regularly scheduled workday shall report for duty when excused or released by the court or similar authority.

10.5 An employee will go on standby status per department policy, as instructed by the State Attorney's office, as of the date and time required by the subpoena if he/she is subpoenaed to appear in county or circuit court as the result of a matter arising out of the course of his/her employment with the Town of Belleair, provided that this is agreeable to the court and/or the attorney requesting his/her presence. Employees placed on court standby status will be paid two hours pay at the base rate of pay.

10.6 Court standby time shall be excluded from hours worked computations

ARTICLE 11 LEAVES

Members of the bargaining unit shall receive the same benefits under the same conditions of other Town employees based on whether they are regular full-time, permanent part-time or probationary employees with respect to sick, court, military, FMLA, funeral and vacation leaves. Consistent with Section 3.10, of this agreement, modification of any or all of these benefits and the conditions upon which they are received or enjoyed shall be subject to negotiation and resolution pursuant to the negotiation, impasse resolution process set forth in Florida Statutes, Chapter 447.

11.1 Sick Leave

Members of the bargaining unit shall receive Sick Leave Benefits as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.2 Court Leave

Members of the bargaining unit shall receive Court Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.3 Military Leave

Members of the bargaining unit shall receive Military Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.4 Families and Medical Leave

Members of the bargaining unit shall receive Families and Medical Leave as established by federal law.

11.5 Funeral Leave

Members of the bargaining unit shall receive Funeral Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.6 Vacation

Unless otherwise stated in this article, members of the bargaining unit shall receive Vacation as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. Any hours accumulated above the maximum will be forfeited, except if an officer has vacation scheduled, and it must be cancelled by the Town due to emergency conditions or extreme staffing needs, then the officer may accrue up to that additional scheduled time in addition to their regular limit and will be paid for that additional accrual above the regular limit at the end of the Town's Fiscal Year.

11.7 Amount of Vacation to be earned

1 Year to 5 Years	8 hours per month, 96 hours annually
6 Years to 15 Years	10.00 hours per month, 120 hours annually
16 Years and over	13.33 hours per month, 160 hours annually

ARTICLE 12 HOLIDAYS

12.1 The following Holidays shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Friday
Christmas Day	December 25
Floating Holiday	

12.2 Whenever possible, employees will be granted time off on holidays. When an employee who is scheduled to work is able to take the holiday off, he will receive holiday pay for the hours he would normally work up to eight hours. Thus, an employee normally scheduled to work five eight-hour days per week will receive eight hours of holiday pay. An employee who normally works four ten-hour days would receive eight hours of holiday pay.

12.3 An employee, regardless of the type of schedule worked, who is required to work on a holiday or whose normal day off occurs on any such holiday shall be paid an additional eight hours at the employee's straight-time hourly rate of pay, or the employee may elect to store the eight hours of holiday time.

12.4 Holiday hours shall be counted as work time for the purpose of weekly overtime computation when an employee either uses holiday time on the day of the holiday or when the employee uses stored holiday hours to take time off at a later date. The use of stored holiday time may be granted at the discretion of department management.

12.5 Stored holiday time earned and not used or paid during the fiscal year shall be paid in the last pay period of the fiscal year or prior to being promoted to any higher classification. These hours shall be paid at the employee's straight-time hourly rate of pay.

12.6 An employee must be in an active pay status for his entire scheduled hours of duty or work his normal schedule of hours, either on his regularly scheduled working day immediately prior to a holiday or his regularly scheduled working day immediately

following a holiday, in order to qualify for holiday pay. Employees on workers' compensation will also qualify for holiday pay.

12.7 Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with a holiday for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

12.8 Employees on annual leave, military leave, jury duty, extended illness leave, bereavement leave and all other absences from duty and on active pay status on the calendar day the holiday is observed must use the holiday on the same calendar day that it is earned.

12.9 When a holiday falls on a Saturday or on a Sunday, the actual holiday will still be the prevailing holiday date. Although other non-sworn employees observe holidays between Monday and Friday, FOP members will only recognize the actual holiday for purposes of compensation.

12.10 Employees covered by this agreement will be scheduled by appropriate supervision to work or take a holiday off, if the holiday falls on their normal work day, to provide orderly and efficient police service to the community and department. If, after being scheduled to work on a holiday which is his normal work day, an employee may request to take the holiday off and may be approved by management, providing such absence from duty will in no way interfere with the mission of his particular function.

12.11 Employees covered by this agreement will be subject to the Town's "Closure Day" that shall be applied as follows: If the employee is working on the closure day, the employee will be permitted to take another day off during the fiscal year. If the closure day falls on the employee's regularly scheduled day off, the employee will be permitted to take another day off during the fiscal year. Employees shall not be permitted to carry over the closure day to the following fiscal year or receive pay for these hours.

12.12 All hours actually worked on a holiday will be paid at a base rate of 1.5X the regular rate of pay. This only applies to work performed on the date of the actual holiday. These hours are also subject to shift differential for actual hours worked on the holiday, as established in Article 13 Wage Provisions of this agreement.

ARTICLE 13 WAGE PROVISIONS

13.1 Merit Wage Increase

A. All employees in the bargaining unit shall be evaluated using the employee performance evaluation system adopted by the Town, and included in the Town's Policy and Procedures Manual dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. The maximum potential merit wage increase will be 3%. Funding for annual merit increases shall be guaranteed for all years this contract is in force.

B. Supervisors will conduct an annual written evaluation of the work performance over a 12 month period for each employee under their supervision. The employee being evaluated will be given the opportunity to review, discuss, sign, and comment in writing on the supervisor's evaluation.

C. If an employee feels that they were unfairly rated, the employee may file, within seven business days of receipt of their evaluation, a grievance beginning at step two as outlined in section 7.2(B) of this contract. Grievances related to meritorious evaluations will only subject to the grievance procedure through step three and are not subject to arbitration.

13.2 Cost of Living Increase

For year one of the contract, the Cost of Living adjustment shall be the greater of 1.5% or the same as the general employees for that fiscal year up to 3%.

For year two of the contract, the Cost of Living adjustment shall be the greater of 1.5% or the same as the general employees for that fiscal year up to 3%.

For year three of the contract, the Cost of Living adjustment shall be the greater of 1.5% or the same as the general employees for that fiscal year up to 3%.

The cost of living adjustments approved will be applied toward all eligible employee's base salary, and provide a basis for annual adjustments to the minimum and maximum pay ranges for the classifications covered by this agreement.

13.3 Overtime

Members of the bargaining unit shall receive overtime as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted, and in accordance with the provisions of this Contract, except where amended by this agreement. (See Article 15 Work Week)

13.4 Shift Differential.

Rates of shift differential shall be calculated based on hours worked during three different timeframes each day. Morning Shift will generally begin at 6:00 AM and end at 2:00 PM and will not be subject to any shift differential rate. Evening Shift will generally begin at 2:00 PM and end at 10:00 PM and hours worked during that timeframe will be eligible for shift differential rate of an additional 5% of base pay. Midnight Shift will generally begin at 10:00 PM and end at 6:00 AM and hours worked during that timeframe will be eligible for shift differential rate of an additional 10% of base pay.

Holdover-time which continues into more than 2 hours of any following shift, or early start time which continues more than 2 hours into any preceding shift which would be eligible for differential or higher differential shall be entitled to the differential for that additional time worked on that shift. All shift differentials shall be paid on the officer's base rate of pay.

Officers who are eligible for a 10% shift differential and work more than 2 hours into the day shift will still be paid the 10% shift differential for all additional hours worked, based upon the officer's base rate of pay

For those officers working a twelve-hour shift the following shift differential rules shall apply:

12-hour shifts will have start and end times defined as the need arises. The Day Shift, shall have no hours subject to shift differential. The Midnight Shift, which shall be defined as whichever shift continues past midnight, shall be paid at a 10% shift differential rate for all hours worked. The 2-hour threshold mentioned above for holdover and early start time still applies.

All calculations of shift differential shall be based on the officer's base pay hourly rate.

No hours worked for special duty assignments will be eligible for shift differential pay.

13.5 Compensatory Time

Members of the bargaining unit shall receive compensatory time as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. The election of compensatory time or overtime pay shall be the decision of the employee. Police officers may accumulate up to 120 hours of Compensatory time throughout the fiscal year ending from October 1st to September 30th, but may not accrue more than 80 hours annually. The Officer may elect to utilize excess compensatory hours as an elective deferral to a qualifying Health Savings Account (HSA) at any time.

13.6 Pay Day

- A. The current practice of issuing paychecks on Wednesday following the end of the pay period may be modified by the Town but shall not be later than the Friday following the end of the pay period.
- B. The current pay periods of 14 calendar days shall continue.

13.7 Call Back Pay

- A. Call back is when an employee is called to return to duty after that employee has completed his/her assigned shift and has been dismissed from work for the day.
- B. Employees called back to work shall be paid a minimum of two (2) hours of work. For pay purposes, actual time begins when the employee is contacted, and the employee leaves their residence within 15 minutes thereof. Time for call back ends when the employee arrives at their residence or would arrive at their residence by proceeding directly there. If the employee is called off prior to arriving at the requested assignment, the employee shall be paid a minimum two (2) hours. Employees required to work beyond their regular shift shall not receive call back pay.

ARTICLE 14
FIELD TRAINING OFFICER (FTO) PROGRAM

14.1 FTO

The Police Chief will have complete authority over all aspects of the FTO Program including the qualifications required to participate in the FTO Program and the scheduling of FTO hours.

The Town agrees to provide one dollar (\$1.00) per hour for each shift worked (less all applicable deductions such as taxes and withholdings) as supplemental compensation to an officer assigned as a Field Training Officer.

To receive the supplement an officer must be assigned a recruit for the purpose of training for a minimum of 6 hours in any one shift in which case the officer will be paid FTO supplement for the entire shift, or cumulative of 30 hours in any one week in which case the officer will receive the FTO pay for all hours worked that week.

ARTICLE 15 WORK WEEK

15.1 Basic Work Week

A) Members of the bargaining unit shall be covered by the basic workweek policy established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. The basic workweek for bargaining unit members for the purposes of FLSA shall be a seven-day period beginning on Saturday at 12:01 AM and ending on the following Friday at midnight, unless otherwise specified by the town manager, in order to meet the needs of the department. Should any change be considered, the FOP will be notified at least 30 days prior to the implementation of the change so that any impact can be identified and if needed bargained.

B) At the request of any officer classified as full time, and with prior approval of the Police Chief, a full time officer may be scheduled a 32 hour work week without forfeiting their full time status for purpose of benefit eligibility and calculation.

15.2 Hours of Work

Members of the bargaining unit shall be covered by the hours of work policy established in the Town's Policy and Procedures Manual dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. Specifically, the Parties recognize that any changes to the hours of work are subject to bargaining. However, it is understood that temporary changes are not subject to bargaining, but are subject to operational needs as determined by the Chief.

15.3 Meals

Employees covered by this agreement who are required to be on call for their entire shift of work shall be entitled to a paid meal break. Employees not required to be on call for their entire shift shall have an unpaid meal break scheduled by management

15.3 Attendance

Members of the bargaining unit shall be covered by the Attendance policy established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. Also, the Department shall provide a published schedule of officer's duty times at least one-week in advance, except that the town reserves the right to change the schedule as deemed appropriate and

necessary by the Police Chief, in which case the affected officers shall be contacted as early as possible.

15.4 Overtime

Overtime shall be paid for all hours worked in excess of 40 in any work week. Full hours of absence due to paid holidays, paid conference/training time and jury duty will be counted as hours worked for the purposes of determining eligibility for overtime. No other time except time actually worked will be counted.

When special duty work in fire protection, law enforcement, or related activities is performed for a separate and independent employer (public or private) during an employee's off-duty hours the hours of work for the separate and independent employer are not combined with the hours worked for the Town of Belleair for purposes of overtime compensation. Please see Section 15.6 Special Duty Assignments for more information.

15.5 Trainings/Seminars

Employees covered by this agreement who are required to attend Training Sessions or Work Related Seminars, and said employee whose shift schedule is 10 hours in length and employee is on a 4 days on, 3 days off schedule, and the training or seminar is predetermined to be 8 hours long per day, but less than 5 days, the employee is not required to return to duty for the final two hours, providing that operational needs are sufficient to cover the 2 hours in question.

15.6 Special Duty Assignments

When special duty work in fire protection, law enforcement, or related activities is performed for a separate and independent employer (public or private) during an employee's off-duty hours the hours of work for the separate and independent employer are not combined with the hours worked for the Town of Belleair for purposes of overtime compensation.

All conditions of CFR Title 29, Subtitle B, Chapter V, Subchapter A, Part 553, Subpart C, Section 553.227 shall apply. The parties agree that any alleged violations of the

federal wage law or its applicable regulations shall not be subject to the arbitration provisions of the collective bargaining agreement. Rather, any alleged violations shall be enforceable in the manner provided by applicable law.

Special Duty Rates are established as a minimum of \$35 per hour. A minimum of \$30 per hour will be the amount of compensation for each employee providing special duty services and the remaining amounts collected will be retained by the Town.

It is understood that compensation for Special Duty Assignments is not considered a part of an officers' pensionable earnings and is excluded from calculations of annual salary for pension benefit purposes.

ARTICLE 16 UNIFORMS

16.1 Uniforms and Equipment

- A. The employer agrees to continue the current policies of providing uniforms and equipment.
- B. The Town agrees to provide bargaining unit members with a Jacket or Jackets approved by the Police Chief.
- C. Employees will not be held personally responsible for issued items that become worn and unserviceable through no fault of their own. However, if in the opinion of the Chief, a piece of or an issued item is damaged due to abuse, carelessness or the negligent care of the employee, the employee will be personally liable for either the replacement cost or the fair market value of the item whichever is less.
- D. Issued uniform items and equipment will be replaced when the item becomes unserviceable, as determined by the Chief. Employees who believe an issued item is unserviceable are required to promptly notify the Chief.
- E. The Town agrees to reimburse employees covered by this Agreement that are assigned to plain clothes positions for more than one month up to a maximum of \$500.00 per fiscal year for the purchase of attire approved by the Chief of Police. Department issued attire used as plain clothes shall be included as part of the maximum clothing allowance of \$500.00 per employee. Employees receiving a clothing allowance for plain clothes will be responsible for the payment of taxes on said benefit.

16.2 Uniform Cleaning

- A. The Town agrees to continue its policy of contracting with a cleaning service for the cleaning of uniforms. The Town agrees to pay for the cleaning of uniforms. The Town reserves the right to select the cleaning establishment, but will consider problems or complaints concerning the cleaning service brought to its attention.
- B. The FOP agrees that the town shall not be required to further bargain over the impact of a management decision to contract out the cleaning and maintenance of uniforms.

16.3 Protective Equipment Allowance

- A. The town will purchase one pair of boots/shoes/or other types of footwear annually for all members of the bargaining unit.
- B. The Chief will establish a list of approved work footwear by name and style and provide this information to the employees. Employees have the option of (1) purchasing the footwear from this approved list without prior approval from the Police Chief, or (2) purchasing unlisted footwear, only after obtaining written approval of the Chief for the footwear desired. The Chief has final say on what is appropriate footwear for members of the bargaining unit. If the Chief determines a request has been made for footwear that is inappropriate, he/she can deny the request for the allowance.
- C. The request for payment will be submitted to the police chief. Upon written approval from the Chief of Police and upon producing a proper receipt for the footwear purchase, or producing a receipt for footwear listed on the approved list, an employee will receive reimbursement within thirty (30) days of turning in the receipt. Employees will be responsible for the payment of any payroll taxes on said benefit.

16.4 Sunglasses Option

- A. If a bargaining unit members' current footwear is in appropriate, serviceable condition, the officer may choose to apply up to \$100 dollars annually towards the purchase of protective sunglasses, in lieu of purchasing footwear.
- B. Sunglasses purchased under this article must at a minimum, meet ANSI Z87.1-2003 standard.
- C. Sunglasses purchased under this article should be professionally appropriate; (1) Frames must be a dark or neutral color, (2) lenses should also be of a translucent black, grey or brown color, the officer's eyes should be generally visible through the lenses, and (3) Chrome or mirror tinted lenses are prohibited.
- D. Due to the savings provided to the town through contract and/or special vendor pricing, purchases of sunglasses shall be made directly by the town.

16.5 Cell Phones

The Town shall issue Cell Phones to members as the Chief determines necessary in lieu of the current pagers. Cell phones are to be used only for Department or Town business. Carrying a Cell phone is not cause for any stand-by pay nor shall it be considered as time worked for overtime purposes.

ARTICLE 17 GENERAL PROVISIONS

17.1 Residency

All employees covered by this agreement are required to maintain their residence in and actually reside in Pinellas County, Hillsborough County-West of the I75 corridor, or Pasco County-South of SR 54. Newly hired employees will have three (3) months from the date of hire within which to comply with this policy. The town reserves the right to expand the boundaries for residency as needed

17.2 Maintenance of Conditions

Employees covered by this Agreement are also covered by the Town's Policy and Procedure Manual (Employee Handbook, Personnel Policy), dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. If any conflicts occur between this Agreement and the Town's Policy and Procedures Manual this Agreement shall take precedence.

17.3 Printing of Agreement

- A. The employer will provide each bargaining unit member one (1) copy of this Agreement within thirty (30) days of final Commission ratification.
- B. The employer will provide one (1) copy of this Agreement to the FOP and will maintain one copy at the Police station, in an area available to on-duty officers.
- C. Each new bargaining unit employee will be provide an electronic copy of this Agreement when first hired by the Employer.

17.4 Consultation

- A. Matters may arise during the term of this Agreement in which either the FOP or the Employer believes a need exists to consult with the other party. Consultation meetings may be requested by either party. However these meetings are voluntary, and participation is not mandatory.
- B. When contact is made by the FOP with the employer on matters covering consultation, the point of contact is the Town Manager or his/her designee. When contact is made by the Employer with the FOP, the point of contact is the FOP President, or designated Department FOP Representative.

17.5 Damaged Personal Property

After all other reimbursement options are exhausted, an employee may be reimbursed by the Town for loss or damage to personal property in the performance of his or her job not due to the employee's own carelessness or negligence subject to the following restrictions:

- (a) Certain items of personal necessity will be reimbursable. The maximum reimbursement for items of personal necessity such as eyeglasses and hearing aids is two hundred dollars (\$200.00).
- (b) Wrist watches and wedding rings shall also be reimbursable. The maximum reimbursement for all other personal property such as wristwatches and wedding rings is one hundred fifty dollars (\$150.00).
- (c) Requests for reimbursements for the loss of or damage to personal property must be made on the day on which the loss or damage occurs, or as soon thereafter as possible.
- (d) The Town may also offer reimbursement in other appropriate circumstances.

17.6 OUTSIDE EMPLOYMENT

Upon prior written approval by the Town Manager, employees may engage in other employment during their off-duty hours. However, Town employment shall be considered the primary employment of full-time employees. No employee may engage or continue outside employment, which in the opinion of the Town Manager would interfere with the best interest of the Town or create the appearance of conflict or impropriety with regard to the employee's Town employment.

Every full-time employee engaging in outside employment under this rule shall respond immediately to any emergency call to duty by the Town whenever the Town Manager or the Department Head determines their services to be necessary.

17.7 INSURANCE

Members of the bargaining unit shall be eligible to participate in the Town's Insurance programs, upon voluntary enrollment, and shall be subject to the terms and conditions therein.

17.8 SMOKING AND USE OF TOBACCO PRODUCTS

The Employer and FOP agree that the smoking or using of tobacco products in any form is hazardous to the health of the employees and, in some circumstances, to the health of co-workers. Further, that the use of tobacco or tobacco products may have an adverse impact on the Pension and Health Plans of the Employee. Therefore, the Employer and FOP agree that the Town's current Policy and Procedure manual shall govern all sworn members of the Police Department.

- A.** Smoking or using tobacco products, on or off duty, by any employee hired after October 1, 2001, within the bargaining unit, shall be grounds for discipline.
- B.** The Town's smoking policy contained in the Policy and Procedures manual dated February 18, 1997, and revised October 1, 2002, shall apply to all employees hired before October 1, 2001.

ARTICLE 18 SAFETY

18.1 The Employer will make every reasonable effort to provide and maintain safe working conditions. To this end, the FOP will cooperate and encourage the employees to work in a safe manner. The Employer shall receive and consider written recommendations with respect to safety matters from any employee or the FOP.

18.2 It shall be the responsibility of the individual employee to check all equipment, which has been issued to him or her to assure it is in safe operating condition prior to use or operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall report the condition of the vehicle to his or her supervisor.

If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the vehicle or item of equipment shall be taken out of service until appropriate repair or replacement is made.

18.3 Wearing of Body Armor (AKA Bullet Resistant Vest)

- A.** The Bargaining Unit and the Employer agree that wearing a "Body Armor" affords a significant level of protection from certain hazards.
- B.** Body Armor will be issued to all sworn officers. All sworn officers will wear the body armor at all times while on patrol or on duty out of police headquarters unless excused by the Police Chief based on employee needs or circumstances such as weather, or medical conditions, in which case the vests must be readily available.
- C.** The Employer will provide "Body Armor" at no cost to sworn officers. Officers with the Police Chief's approval may purchase an upgraded or alternative vest at least equal to that provided by the Town. The Town will reimburse the officer for the cost of the alternative vest up to the price the Town is currently paying for the issued vests; any additional costs will be paid by the officer.

ARTICLE 19

JOB ENHANCEMENT

The Town of Belleair has provided the "Job Enhancement Program" in an effort to provide educational opportunities to all members of the bargaining unit to assist with training, career development and advancement consistent with individual ability, performance and the requirements of the Town of Belleair.

Members of the bargaining unit that have completed twelve (12) months of continuous service with the Town of Belleair and have successfully completed the requisite six month probationary period in their current position are eligible to apply for tuition reimbursement in accordance with the following.

Educational courses eligible for assistance must be offered by an accredited Florida public state university, independent college, public community college, or trade school. Non-credit and/or refresher courses will not qualify for educational reimbursement. Members of the bargaining unit are entitled to participate in a tuition reimbursement program provided that all classes are off-duty.

Reimbursement will be limited to \$2500 per fiscal year (less all applicable deductions such as taxes and withholdings) for any bargaining unit member provided the following criteria are met:

1. Tuition reimbursement is available for course work that is reasonably related to the employee's current position classification with the Town of Belleair.
2. Tuition reimbursement is only available for course work required as part of a degree program or certificate program unless otherwise deemed acceptable by the Town Manager.
3. Tuition reimbursement is approved at the sole discretion of the Town Manager or his/her designee.

The employee shall initiate a "Job Enhancement Program Application" at least two (2) weeks prior to the beginning of classes. In addition, the employee will provide:

1. Student schedule of classes;
2. A fee receipt describing all costs associated with tuition for the educational institution, as provided above;

The "Job Enhancement Program Application" will be submitted directly to the Town Manager's Office. The original "Job Enhancement Program Application," which will include

notice of approval or denial, will be maintained in the Town Manager's Office, and executed copies will be provided to the employee.

Upon completion of the approved course(s), the employee must submit a transcript indicating successful completion with final grade(s) of "C" or better. The employee will be reimbursed according to the approved "Job Enhancement Program Application."

General Provisions

1. Tuition is the only cost eligible for reimbursement. The cost of fees and supplies are not eligible.
2. The employee will be required to reimburse the Town of Belleair for educational course tuition costs that have been received by the employee if the employee separated from the Town's employment within two (2) years from the completion of the most recently completed course(s). Such reimbursement shall be prorated and not exceed \$5,000.00. Reimbursement shall not apply to employees who separate employment as a result of retirement.
- 3 If an employee resigns or terminates for any reason prior to receiving a reimbursement, the Town of Belleair shall have no obligation to refund any part of the cost of tuition.
4. The Town of Belleair will not pay the cost of tuition that has been or will be paid for by sources such as grants, scholarships or other subsidies.

ARTICLE 20

SENIORITY, LAYOFF AND RECALL

20.1 SENIORITY DEFINED

Seniority shall be defined as continuous years of service with the Town. Unpaid leaves of absence of 30 calendar days or more shall cause a break in seniority and the individual's seniority date to be adjusted by a like amount of time except as provided by law.

20.2 SENIORITY FOR LAY-OFF PURPOSES

In the event of a layoff or reduction in force, employees will be laid in accordance with the needs of the Town. Within the bargaining unit, probationary employees will be laid off before any permanent employees. All other lay-offs will be done in the following order:

1. Service ratings
2. Annual performance evaluations
3. Evaluation by the Town Manager
4. Where all these ratings are equal, the junior employee in relation to time in present classification will be laid off first.

20.3 REHIRE AFTER LAY-OFF

In the event that employees are to be rehired after a reduction in force, those employees who were laid-off from a comparable position in the last twelve (12) months will be offered re-employment prior to hiring any other employees. Re-employment will be offered in the inverse order in which they were laid-off. The Town will not offer re-employment to any employee if the available position is that of a greater rank or higher class than that which the employee held at the time of -the lay-off.

20.4 RECALL NOTICES

Recall notices will be sent by certified mail. Any employee on lay-off will have ten (10) calendar days in which to give written notice of his or her intent to return and another ten (10) calendar days in which to actually return to work. It is the employee's responsibility to keep the Town informed as to his or her current address. Failure to give timely notice of intent to turn from lay-off or to timely return will forfeit the employee's right to recall. The Town may deny recall if there exists any intervening factor or event which renders a return to the former position inappropriate.

ARTICLE 21 NO STRIKE

21.1 STRIKE DEFINITION

The term "Strike," as used in this Agreement shall be defined as:

- A.** The concerted failure to report for duty
- B.** The concerted absence of employees from their positions
- C.** The concerted stoppage of work
- D.** The concerted abstinence of any group of employees from the full and faithful performance of their duties of employment with the Employer
- E.** The concerted course of conduct, which adversely affects the services of the Employer
- F.** The concerted failure to report to work after the expiration of a collective bargaining agreement, or
- G.** Picketing in furtherance of a work stoppage.

21.2 STRIKES PROHIBITED

Employees covered by this Agreement, the FOP or its officers, agents, and representatives, agree that the Florida Public Employees Collective Bargaining Statute prohibits them, individually or collectively, as public employees from participating in a strike against the Employer by instigating or supporting in any manner, a strike. Any violation of this Section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the Town's Personnel Manual. Only the questions of whether the employee did, in fact, participate in or promote such action shall be subject to the grievance and arbitration procedure.

21.3 RELIEF

Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer or the FOP shall be entitled to seek and obtain immediate injunctive relief ex-parte.

Provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this Article if neither the FOP or any of its officers

instigated, authorized, condoned, sanctioned or ratified such action and further that the FOP and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 22

ON DUTY INJURY/LIGHT DUTY

22.1 On-Duty Injury Benefits

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

- A.** Compensation shall be payable under this section only with respect to an injury or illness where such is incurred in the line of duty.
- B.** Compensation is available only if the injury or illness is determined to be compensable under the Florida Workers' Compensation Law.
- C.** Compensation under this section shall be paid from the commencement of the injury or illness.
- D.** It is the intent of this section to provide compensation for line-of-duty injuries only, and this section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this section, then the decisions concerning the definition of those terms issued under the Florida Workers' Compensation Law shall control.
- E.** The Town will pay regular full-time employees on leave as a result of a valid injury or illness as an employee of the Town which is covered by the Workers' Compensation Law for the first ninety (90) days at their regular hourly rate for their regular straight time schedule, provided they sign over to the Town checks for lost wages received from the workers' comp insurance carrier. After the first ninety (90) days, if the employee remains on workers' compensation, the employee may use accumulated but unused vacation and sick leave to supplement workers' compensation subject to limitations set forth in this Agreement or Town policy, whichever applies.
- F.** It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under the Workers' Compensation Laws or the requirements of the Town's workers' compensation insurance carrier. Should any language of this Agreement conflict with provisions of the Workers' Compensation Law, the provisions of the Law

shall prevail. An employee may choose his/her approved Workers' Compensation treating physician if prior approval is obtained through the Town.

22.2 Definition

Injury or compensable illness shall be determined to have been incurred while on duty with the Town only if such injury is a compensable injury under Florida's Workers' Compensation Law.

22.3 Duration

The length of disability shall be determined by the Town's physician in accordance with the Workers' Compensation Law. Additional payments made by the Town during the ninety (90) day period shall not be charged against any leave time which the employee may have accrued.

22.4 Accrual of Sick/Vacation

Sick and vacation accrual shall continue for a maximum of ninety (90) days or the period the employee is on FMLA, whichever is longer, for employees who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness.

22.5 Invalid Claim

If the employee's claim is later denied in accordance with applicable law, the employee shall reimburse the Town for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued vacation or sick leave used to supplement workers' compensation. Failure to repay the Town upon demand or under terms agreeable to the Town will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Town may collect by any means allowed by law.

22.6 Doctor Visits/Rehabilitation

When an employee on worker's compensation is placed on light duty by the Town, time away from light duty for Town approved doctor's visits, or rehabilitation shall be considered as hours worked. The affected employee should attempt to schedule the visits toward the end of their shift if possible.

22.7 Maximum Medical Improvement

When the employee reaches maximum medical improvement if a legally recognized disability is involved, the Town will conduct a reasonable accommodation/undue hardship analysis to determine the employee's employment status. Otherwise, return to work shall be at the discretion of the Town subject to applicable law and the FMLA.

22.8 Replacement Workers

If necessary to ensure the smooth and efficient operation of the Department, the Town may hire replacements to serve while an employee is unable to work due to an injury incurred in the line of duty.

22.9 Return to Work

Any employee released to return to work following an injury in the line of duty shall report such fact to the Town within twenty-four (24) hours of receiving such release and shall thereafter hold himself or herself ready and available for work.

22.10 Light Duty

1. Members of the bargaining unit eligible for Workers' Compensation may be placed on Light Duty, if available, when released by their treating physician from injuries/illness related to a work-related occurrence. All employees on Light Duty shall have their medical status reviewed periodically as directed by the Town to determine whether maximum medical improvement has been achieved and/or the employee is fit to return to full duty. If needed, the Town may require a second medical evaluation; and if so required, this shall be done at the Town's expense. Light Duty assignments may be limited in number and scope at the sole discretion of the Police Chief. Light duty assignments may be in another department of the Town, or with Police Applicant Screening Services. Employees are required to work light duty if assigned by the Chief.
2. Those members assigned to Light Duty shall be paid their regular hourly rate.
3. The Town reserves the right to limit Light Duty to those injured in the line of duty; however, non-duty related injuries/illnesses may be assigned to Light Duty

on a case-by-case basis at the discretion of the Town. Assignment to Light Duty shall not be a grievable issue.

ARTICLE 23

DRUG-FREE WORKPLACE AND ALCOHOL POLICY

23.01 Policy

The Town's Drug-Free Workplace Policy is aimed at ensuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens and others, or the effective operation of Town business. In addition, all employees required to have a commercial driver's license (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392.4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

23.02 Prohibitions

- A. Illegal Controlled Substances. The Town prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off Town property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the Town are prohibited from using or possessing alcohol while on duty; while on Town premises; while driving a Town vehicle, operating a piece of Town equipment, or being transported in Town vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the Town.
- C. Exception: This rule does not apply to alcoholic beverages served at a Town sponsored social function for employees who are not on duty. Such exception must be specifically authorized by the Town Manager. By allowing the serving of alcohol at such an event does not encourage, sanction or authorize any individual attending the function to consume alcohol and prohibits its consumption to the point of being or appearing to be intoxicated. Furthermore, employees who consume

alcohol at such events are prohibited from driving a vehicle under circumstances that violate applicable law.

23.03 Use of Legal Drugs

The use of legal drugs that is drugs prescribed by licensed physicians for a specific medical purpose is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the Town. The use of medical marijuana remains prohibited despite its legal status under state law.

23.04 Testing

A. Substances Tested For Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

1. Amphetamines
2. Barbiturates
3. Benzodiazepines
4. Cannabinoids (marijuana)
5. Cocaine
6. Methadone
7. Methaqualone
8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (PCP)
10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances. Subject to applicable law:

1. Employees in special risk and safety sensitive positions.
 - (a) Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers

authorized to carry a weapon, firefighter EMTs, and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.

- (b) Applicants and employees are subject to testing on the same basis as other employees under Section 23.04(B)(2), except no reasonable suspicion is required for testing such employees for illegal controlled substances for:

- (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.

- (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 25.08.

2. Non-Safety-Sensitive/Special Risk Employees.

- (a) All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- (b) When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the Town's equipment or vehicles at any time where in the opinion of the Town Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 23.02(A) or (B).
- (c) When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this

policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. 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 physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the Town;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used possessed, manufactured, cultivated, sold, solicited, or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
3. For tests under Section 23.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final

determination of whether to proceed and require the screen or test.

4. An employee may upon his request have a representative present at said meeting; however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of *Florida Statute* 440.102(5) (a) through (o) and (6) for alcohol; a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
7. The common and chemical names of the substances identified in Subsection A above, a copy of *Florida Statute* 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

23.05 Reporting and Conviction of Alleged Crimes including Drugs or Alcohol

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next workday after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the Town may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the Town's drug and/or alcohol policy. If in the opinion of the Town, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee.

23.06 Discipline For Violation Of Policy

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the Town's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however, if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the Town and/or the medical review officer.

23.07 Employee Injured On The Job

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all workers' compensation medical and indemnity benefits depending on applicable law.

23.08 Employee Assistance Program

The Town has an employee assistance program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or Town operations. The Town may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition of continued employment. For further information regarding the EAP, contact Human Resources.

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol-related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, Town referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the Town may grant the employee an unpaid leave of absence for a period determined by the Town to participate in a Town approved treatment or

rehabilitative program. Such leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.

- B.** Other Employees. In the event the Town discovers a violation of this drug or alcohol policy or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the Town business, the Town may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The Town may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the Town EAP program. Such leave may be granted only one (1) time. Allowing of rehabilitation under the Town EAP program will be conditioned on the execution of a consent agreement by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.
- C.** Return to work. Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the Town within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A. above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the Town considers him qualified to perform if any, and if there is none he shall be terminated.
- D.** Retesting. Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the Town for one (1) year after they have been free of illegal drugs as determined by the Town, or its designee.

23.09 Reporting Violation Of The Policy

- A. Reporting violations. It is the obligation of every employee of the Town to report violations of the Town's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.
- B. Good faith reports. Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.
- C. Bad faith claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

23.10 Coordination with Administrative Services

All action taken by members of management under this **Article 23** must be coordinated through Human Resources to ensure compliance with all applicable laws.

ARTICLE 24
ENTIRE AGREEMENT

- 24.1** 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 subjects or matter appropriate for collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 24.2** By mutual agreement, discussion may be held during the contract period on any subject.
- 24.3** Any arrangements, provisions, procedures or understandings previously agreed to by the parties, either informally or formally, shall henceforth be void as of the effective date of this agreement, after ratification by both parties, unless included in this labor agreement.
- 24.4** The Town and the FOP, for the life of this agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject matter specifically referred to or covered by this agreement unless this Agreement provides otherwise. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Town's sole discretion and control.

ARTICLE 25

SAVINGS CLAUSE

25.1 In any article or section or sentence of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections, sentences and clauses of this Agreement shall remain in full force and effect for the duration of this Agreement.

25.2 In the event of invalidation of any article or section, both the Employer and the FOP agree to meet within thirty (30) days of such determination for the purpose of bargaining for a replacement of such article or section.

ARTICLE 26
DURATION OF CONTRACT

- 26.1** All sections of this Agreement shall be effective as of October 1, 2019, and shall remain in full force and effect until September 30, 2021. This agreement may be extended only in writing by the mutual agreement and ratification of both parties.
- 26.2** Should either party desire to terminate, change, renegotiate or modify this Agreement or any portion thereof, it shall notify the other party in writing of the items it wishes to terminate, change, modify, renegotiate, or add, not earlier than 120 days before the expiration of this Agreement, nor later than 30 days before the expiration of this Agreement.
- 26.3** This labor agreement may not be assigned by either party.
- 26.4** Should the Town enhance any benefits for employees not covered by this Agreement during the duration of this Agreement; the Town agrees to provide the same benefits to employees covered by this Agreement.
- 26.5** Attached to this Contract, Exhibit 1 is a Memorandum of Understanding to provide an additional \$500 monthly subsidy to participants enrolled in spouse or dependent health insurance. This provision is in effect until October 1, 2020, and if the Town decides to cancel this benefit for future 12-month periods the FOP or Town have the option to reopen negotiations for this agreement.

Town of Belleair – FOP Contract 2019-2022

ATTEST:

BY: _____
Christine Torok, Town Clerk

Date: _____

Town of Belleair

Fraternal Order of Police, Lodge 43

BY: _____
Gary H. Katica, Mayor

BY: _____
Douglas Weaver, President FOP

BY: _____
JP Murphy, Town Manager

BY: _____
John Drapiewski, FOP Union Representative

BY: _____
Stefan Massol, Director of Support Services

BY: _____
Ken Afienko, FOP General Counsel

EXHIBIT 1

**MEMORANDUM OF UNDERSTANDING CONCERNING AN INCREASED PREMIUM
PAYMENT FOR SPOUSE OR DEPENDENT HEALTH COVERAGE**

The Town of Belleair and the Fraternal Order of Police, Pinellas Lodge 43, hereby enter into this Memorandum of Understanding Concerning an Increased Premium Payment for Spouse or Dependent Health Coverage. The parties agree as follows:

1. For the fiscal year beginning October 1, 2019 and ending September 30, 2020, the City agrees to pay an additional \$500, over and above the amount paid by the City during the fiscal year ending September 30, 2019, toward the premium for spouse or dependent health care insurance coverage. To qualify for this additional premium payment, the employee must have selected spouse or dependent health care insurance coverage. Employees who select “employee only” coverage are not eligible for this benefit.

2. The parties agree that this additional premium payment for spouse or dependent health insurance coverage will only be made available for the fiscal year commencing on October 1, 2019 and ending on September 30, 2020. The additional premium payment set forth in paragraph one of this Memorandum will cease on September 30, 2020. The parties agree that any additional premium payments for spouse or dependent health care coverage for the fiscal year commencing October 1, 2020, and any subsequent year, will be subject to collective bargaining between the parties in accordance with Chapter 447 of the Florida Statutes. In the event that the parties have not reached an agreement prior to October 1, 2020, the status quo during those ongoing negotiations will be defined as the amount of the premium payment made by the City toward spouse or dependent health insurance coverage prior to the implementation of this Memorandum (that is, the status quo in future negotiations will be the amount of the City’s premium contribution as it existed immediately prior to October 1, 2019).

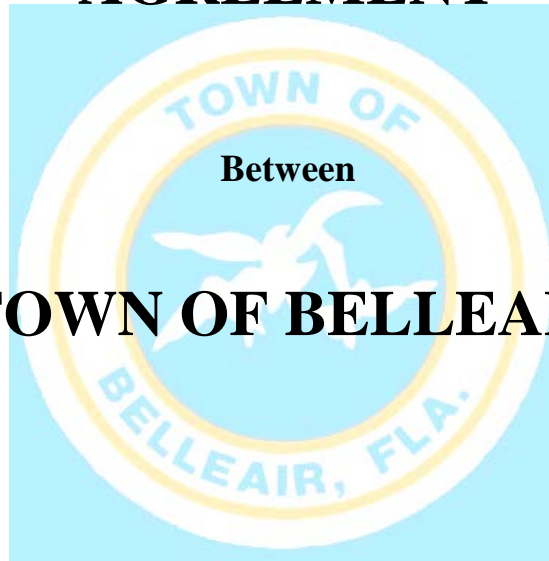
For the Town of Belleair,

Date

For the Fraternal Order of Police,

Date

AGREEMENT



Between

TOWN OF BELLEAIR

And



The Fraternal Order of Police

Pinellas Lodge 43

For the Period of

10/1/2019 to 9/30/~~2021~~2022

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ARTICLE 1

PREAMBLE

- 1.1** In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by and between the Town of Belleair, a municipality in the State of Florida, hereinafter called the “Employer,” and the Fraternal Order of Police, Lodge 43, hereinafter referred to as the “FOP.” This labor agreement is applicable for employees as defined in Certificate Number 1220 issued to the FOP in accordance with the certification granted by the Public Employees Relations Commission on October 29, 1998.

ARTICLE 2 RECOGNITION

- 2.1** The Town of Belleair hereby recognizes the FOP as the exclusive representative for the purpose of collective bargaining with respect to wages, workweek as addressed in Article 15 and other terms and conditions of employment for all employees in the bargaining unit.
- 2.2** The bargaining unit for which this recognition is accorded is defined in the certification number 1220 granted by the Public Employees Relations Commission on October 29, 1998, comprised of all full-time employees within the Town of Belleair Police Department employed in the class of police officer ranked below that of Lieutenant. All other employees, in the other ranks and positions, shall be excluded from this Agreement.
- 2.3** The FOP hereby recognizes the Town Manager or his/her representative as the Employer's representative for the purpose of collective bargaining.
- 2.4** The FOP recognizes the right of the Town to enter into employment contracts with new employees for the purposes of recovering employment expenses should they leave voluntarily during the first 24 months of their employment. The current “Agreement for Reimbursement of Hiring and Training Expenses” including Appendix “A” that has been agreed to by the FOP is incorporated by reference.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 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 ~~enjoined~~enjoyed by the Town of Belleair prior to this agreement are retained by the Town, and may be exercised without prior notice to or consultation with the FOP.

3.2 Nothing in this agreement shall be construed so as to limit or impair the right of the Town 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 the operations thereof.
- B.** To determine the purpose and functions of the Police Department and its constituent divisions, bureaus, and units.
- C.** To perform those duties and exercise those responsibilities which are assigned to the Town by Federal and State law, Town ordinance or by Town regulation.
- D.** To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the Town to be necessary for the operation and/or improvement of the Police Department, and to select, manage and direct management, administrative, supervisory and other personnel.
- E.** To alter or vary past practices and otherwise to take such measures as the Town may determine to be necessary to maintain order and efficiency relative to both the workforce 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 Town in its sole discretion.
- G.** To determine and re-determine job content, workload and workforce 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 Town.

- I.** To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department.
- J.** To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on competitive examination, performance evaluation, special skills, classifications, and other job-related elements at the discretion of the Town.
- K.** To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty for just cause.
- L.** To increase, reduce, change, modify or alter the size and composition of the workforce.
- M.** To establish, change or modify the number, types, and grades of positions/employees assigned to a division, bureau, unit or project of the Police Department.
- N.** To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased, contracted inter-governmentally, subcontracted, continued or discontinued.
- O.** To establish, change or modify employee duties, tasks, responsibilities or requirements.
- P.** To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the Town may from time to time deem appropriate. The town will act in accordance with this agreement on these matters.
- Q.** To determine the organization of the Police Department.
- R.** To determine the purpose and/or need of any subdivision of the Police Department.
- S.** To set the standards for services to be offered to the public.
- T.** To hire, examine, classify, promote, train, and retain employees in positions within the Police Department.
- U.** To suspend, demote, discharge, or take other disciplinary action against employees.
- V.** To determine the number of employees to be employed in the Police Department.

W. To establish, implement and maintain an effective internal security practice.

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

3.4 If, at the discretion of the Town Manager or 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 Town during the time of the declared emergency, with the exception of pay scales and benefits. The filing or progressing of any grievance shall be tolled until after the conclusion of the emergency condition(s) as determined by the Town and the Union is notified the emergency is over.

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

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

3.7 The FOP recognizes that the Town and the Police Department have certain obligations to comply with Federal, State and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.

3.8 The Town shall have the right, during the term of this Agreement, to terminate selected services and/or operations permanently. In such event, all obligations hereunder to its affected employees and to the FOP shall forthwith terminate. The Town shall also have the right, from time to time during this Agreement, to suspend selected services/operations in whole or in part and during the period of such suspension this agreement shall also be suspended without liability with respect to either the FOP or the employees involved.

- 3.9** The Town 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 Town of Belleair.
- 3.10** Except as otherwise expressly provided in this agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this agreement, shall remain and be in full force and effect unless changed, modified or deleted by the Town. Final authority to change, modify or delete any rule or regulation rests with the Town.
- 3.11** It is expressly understood by and between the parties to this agreement that the Town shall not be deemed to have waived or modified any of the rights reserved to the Town under this article by not exercising said rights either in a particular matter or in a particular manner.
- 3.12** Nothing contained in this agreement shall abrogate the rights, duties and responsibilities of the Town Manager, as provided by law.
- 3.13** Nothing in this agreement shall limit the Town in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The Town can exercise only those managerial functions that do not violate or abridge this agreement.
- 3.14** The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.
- 3.15** In the exercise of the above-enumerated rights the Town recognizes its obligations to bargain if the law so requires over such rights or decisions that alter, modify or impact on hours, wages, and terms and conditions of employment of bargaining unit employees. Nothing contained in this Section shall prevent the Town from implementing the proposed right or decision, but any settlement, agreement or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

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

ARTICLE 4

ABSENCE FROM DUTY FOR FOP BUSINESS

- 4.1** A FOP representative shall be granted time off by the Employer to attend FOP meetings, provided:
- A.** A written request is submitted to the Chief of Police at least 72 hours prior to the time off period.
 - B.** Sufficient staffing is available in the regular shift to properly staff the Department during the absence of the FOP official. In an emergency, an oral request may be made to the Police Chief or his/her designee, for verbal approval, provided a written request is submitted within 24 hours of the oral request and substantiates the emergency.
 - C.** There is sufficient time in the FOP pool. The FOP pool is defined in Article 4, Section 2.
- 4.2** The Town will establish a pool of time to which bargaining unit employees may donate time. The pool will be defined as follows:
- A.** A FOP pool of time will be established (starting with the effective date of this agreement) for the purpose of FOP officials attending official FOP business functions or meetings, providing the conditions in Article 4, Section 1.A. and 1.B. are met.
 - B.** The pool of time will be capped at forty (40) hours.
 - C.** Each member of the FOP may donate two (2) hours or more of his/her annual leave vacation, sick leave time, or compensatory time, but not to include holiday time, to the FOP leave pool.
 - D.** Donations will be made twice a year to the pool, during the first complete pay period of the fiscal year and during the first complete pay period in April. For the initial setup of the FOP pool, time may be donated for the first complete pay period after ratification.
 - E.** A donation cannot be less than 2 hours.
 - F.** A donation amount cannot cause the pool to exceed 40 hours.

- G.** Approved use of pool time will be paid at straight time. Time used from the pool will not count as actual time worked and therefore will not be used to factor either overtime or compensatory time.
- H.** Once time is donated to the pool the FOP member donating the time cannot get it back.
- I.** Any time left in the pool as of the end of the Town's fiscal year will be carried forward to the next fiscal year but shall be included in the 40-hour limitation.
- J.** Donation requests will be in writing on forms approved by the Town Manager.

ARTICLE 5 CHECKOFF OF DUES

- 5.1** Employees covered by this agreement may authorize, on the prescribed form the deduction of FOP dues and uniform assessments.
- 5.2** FOP dues shall be deducted each applicable pay period, and the funds deducted, minus the applicable service fee shall be remitted to the FOP within thirty (30) days
- 5.3** The FOP agrees to pay the Employer a reasonable fee for the services of dues deduction and collection. The fee for dues deductions shall be one (\$1.00) dollar per member in each pay period having FOP deductions for those who have authorized such deductions.
- 5.4** Deductions will be made the first pay period of each month.
- 5.5** For the purpose of putting this Article into effect, the employer will furnish the FOP with forms for completion by employees who desire to authorize payroll deductions of FOP dues and uniform assessments.
- 5.6** Payroll dues authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the FOP.
- 5.7** The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.
- 5.8** In the event an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or other standard deductions, are not sufficient to cover dues it will be the responsibility of the FOP to collect its dues for that pay period from the employee.
- 5.9** The FOP will initially notify the Town as to the amount of the dues. Such notification will be certified to the Town, in writing, over the signature of an authorized officer of the FOP. Changes in FOP membership dues will be similarly certified to the Town, and shall be done at least one (1) month in advance of the effective date of such change.
- 5.10** The FOP agrees to pay the Employer a reasonable fee for any changes in bargaining unit membership dues structure at the rate of one (\$1.00) dollar times the number of members having such deductions at the time of such change. In addition, a flat fee of twelve (\$12.00) dollars shall apply to any such change. A check to cover these fees shall accompany the letter of authorization requesting such change.

5.11 The Union shall indemnify, defend and hold the Town, its officers, officials, agents, and employees harmless from any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Town, its officials, agents, and employees correctly complying with this Article. The Union shall promptly refund to the Town any funds received in accordance with this Agreement, which is in excess of the amount of membership dues, which the Town has agreed to deduct.

ARTICLE 6 REPRESENTATION

- 6.1** Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party. The names of the FOP representatives shall be given in writing to the Employer.
- 6.2** Recognized FOP representatives will be permitted to discuss FOP business with FOP members, when on duty, provided that such discussions shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the community as determined by the Chief of Police or designee. The FOP agrees that this privilege shall not be abused.
- 6.3** A copy of a special order, general order or a training bulletin, affecting FOP members shall be made available to the FOP upon request.
- 6.4** The FOP will submit the name of the recognized FOP representative(s) for the Belleair Police Department members at the signing of this agreement and will update that information if any changes are made during the term of this agreement. The Town agrees that the FOP Department representative or the FOP President will be the person of contact for any problems arising.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

7.1 GENERAL

- A.** 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 shall have the option of using the Town's grievance procedure contained in its Personnel Policy or the grievance procedure established under this Article, but an employee cannot use both procedures. A probationary employee may file a grievance over a non-disciplinary issue, but the step 3 decision shall not be subject to section 7.3. The discipline of probationary employees shall not be subject to sections 7.2 or 7.3, as such employees serve at the will and pleasure of the Town and are subject to disciplinary action.
- B.** An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his/her own grievances, and having such grievances adjusted without the intervention of the bargaining agent. If an employee chooses to process his/her own grievance, the FOP must be notified of any meeting where the resolution of the grievance may occur.
- C. Definitions:**
1. A "Grievance" is defined as and limited to a dispute involving the interpretation or application of a specific clause or provision of this Agreement. No other matters shall be considered a grievance or shall be the subject of arbitration.
 2. The term "employee" means any individual within the bargaining unit covered by this Agreement.
 3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of weekends and holidays.

4. A "grievant" is an employee or group of employees covered by this Agreement, who has filed a timely grievance under this article.

D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by either party or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the Employer at each step shall entitle the employee to advance the grievance to the next step. The time limits provided in this Article will be strictly construed and observed, unless extended by the Town Manager for a maximum of five (5) days.

E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the FOP, if applicable, and the Employer from orally discussing and resolving the grievance.

F. In advancing a grievance, the employee, the FOP representative, if applicable, and/or the Employer may call witnesses to offer relevant testimony. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses, and shall be excused to testify during working hours providing such absence from their place of work in no way adversely affects service to the community. If the grievant or FOP, if applicable, calls a witness that is a Town employee or a member of the bargaining unit, the time will not be considered time worked.

G. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Police Chief or Town Manager.

7.2 GRIEVANCE PROCEDURE

A. STEP ONE - The aggrieved employee may, with or without FOP representation, submit a written grievance at the Step in which the recipient would have the authority to address the issue within five (5) days of when the grievant knew or should have known of the event giving rise to the grievance. The written grievance at this step, and all steps hereafter, shall contain the following information:

1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.
2. The article (and section as appropriate) of the labor agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee
4. The signature of the aggrieved employee, or the FOP representative in case of class grievances.
5. The date submitted

The Supervisor shall meet with the grievant within five (5) days, to discuss and seek a solution to the grievance. Within five (5) days after the meeting, the Supervisor shall give his answer in writing to the grievant.

The written response at this step and all steps thereafter shall contain the following information:

1. The decision of the representative
2. The signature of the appropriate Employer representative

NOTE: *Step one shall be eliminated if the action, which is the subject of the grievance, was initiated by the Chief of Police.*

B. STEP TWO - If the grievance is not resolved at Step One; the aggrieved employee may submit a written appeal to the Police Chief within five (5) days after receipt of the Supervisor's written answer.

Within five (5) days after receipt of the written appeal, the Police Chief will meet with the aggrieved employee and/or the FOP representative to discuss and seek a solution to the grievance. Within five (5) days after this meeting, the Police chief shall give his written decision to the grievant.

STEP THREE - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the Town Manager within five (5) days after the Police Chief's or his designee's written answer. The Town Manager shall meet with the aggrieved employee and/or the FOP representative, and the Police Chief within five (5) days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) days after this meeting, the Town Manager shall give his written answer to the grievant and/or the FOP representative.

Merit evaluations, non-disciplinary counseling, documented verbal warnings, and written warnings which become part of the employee's personnel file are subject to the grievance procedure only through Step 3, Town Manager, and are not subject to arbitration.

7.3 ARBITRATION REFERRAL

- A.** If the grievant is dissatisfied with the grievance resolution issued by the Town Manager, all matters referred to in Section 7.2 may be submitted for final and binding arbitration as provided in this Article. Only the union may bring a grievance to arbitration, unless the Union refuses to represent the employee solely on the ground that the employee is not a member of the union in which event the employee shall have the right to arbitrate but shall have all of the rights and obligations that the union had had it not refused to represent the employee on that ground.
- B.** Within five (5) days from the decision of the Town Manager, the union or the employee pursuant to Section 7.3 A. above, must notify the Town Manager of its intent to arbitrate.
- C.** If the parties fail to mutually agree upon an arbitrator, within ten (10) days after the date of receipt of the arbitrator request, a list of seven qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Town Manager, the grievant, or the grievant's representative. Within five (5) days after receipt of this list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- D.** Unless otherwise provided in this Agreement, the arbitration shall be governed by the Revised Florida Arbitration Code (Florida Statutes, Chapter 682), shall be informal, and the rules of evidence shall not apply.
- E.** The arbitrator shall not have the power to add to, subtract from, ignore, modify, or alter the terms of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him.

- F.** The decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the FOP, and the Employer so long as it is consistent with Federal and state law and this Agreement.
- G.** The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration and each party shall bear the cost of its own representative, counsel, and witnesses.
- H.** Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Upon request by either party, the arbitrator shall have the power to issue subpoenas to compel witness attendance at the arbitration hearing in the manner provided by Section 682.08 of the Florida Statutes.
- I.** The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) days after the hearing.
- J.** In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- K.** Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event, not later than fifteen (15) calendar days after receipt of the arbitrator's decision unless an appeal is filed.
- L.** Either party to this Agreement desiring transcript of the arbitration hearing shall be responsible for the cost of such transcripts.
- M.** In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "Just Cause", as defined herein only, exists to support the discipline. The arbitrator may not modify any discipline imposed by the Town if the arbitrator finds that "Just Cause" did exist. If the arbitrator finds that "Just Cause" did not exist, the discipline must be eliminated. "Just Cause" shall be defined as and limited to a determination of whether the transgression alleged by the Town occurred and whether any other employee was treated differently for the same or similar transgression without a reasonable distinguishing basis. A transgression will not be deemed similar by an arbitrator solely on the basis of its

inclusion in the same disciplinary grouping as the transgression, which is the subject of the arbitration.

- 7.4** Claims of a violation of any law, including those referred to in Article 8, shall be subject to a grievance procedure, but shall not be subject to arbitration without written consent of both the union and the Town.

ARTICLE 8

EMPLOYEE RIGHTS

- 8.1** A bargaining unit member shall have the right to representation by a FOP representative at any time that the employee is subject to an interrogation which may lead to disciplinary action. All members are protected by the provisions of the Florida State Statutes under the Police Officer's Bill of Rights, Florida Statute, Sections 112.531, 112.532, 112.533 and 112.534.
- 8.2** An employee under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.
- 8.3** All personnel records shall be maintained in full accordance with Chapters 112 and 119 of the Florida Statutes governing personnel records for Police Officers. When a personnel record of a member of the bargaining unit is furnished to the public pursuant to a request therefor, such information shall be released in accordance with Florida Statutes governing public records. The employee shall be notified as soon as possible whenever his/her personnel record is accessed by the public. If the employee is absent from duty, an attempt will be made to contact the employee, and if unsuccessful the employee will be informed upon his/her return to work.
- 8.4** All employees shall have the right to inspect and make copies of their personnel records. No employee records shall be hidden from an employee's inspection. Any standard charges shall apply.
- 8.5** All Internal Affairs investigations will be conducted in accordance with Florida State Statutes.
- 8.6** When the employer requires a detailed memorandum to investigate an inquiry regarding an allegation of misconduct or inappropriate action by an employee, the employer shall provide a general description of the nature of the allegation at the time the memorandum is required.
- 8.7** All formal investigations shall culminate in one of the following conclusions:
- A. Exonerated:** The incident occurred but was lawful and proper.
 - B. Not Sustained:** Evidence does not support the allegation.
 - C. Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.

- D. Unfounded:** The incident did not occur.
- E. Policy Failure:** The action of the agency or the officer was consistent with agency policy; however, the policy requires amending or revision.

ARTICLE 9 BULLETIN BOARDS

- 9.1** The FOP shall have the use of a bulletin board located within the Break Room area of the Police Department.
- 9.2** The Police Chief must sign off on any item prior to it being posted on the bulletin board.
- 9.3** The FOP shall have reasonable access to use electronic mail within the Department for the purposes of informational items directly related to FOP business involving the bargaining unit; providing no email shall contain political, slanderous, controversial, vulgar or sexually related materials. All emails must be approved in advance by the Police Chief.

ARTICLE 10

COURT ATTENDANCE, DEPOSITIONS, AND STANDBY TIME

- 10.1 A.** An employee covered by this agreement whose appearance is required in county or circuit court as a result of a matter arising out of the course of his/her employment with the Town of Belleair, shall receive a minimum of two (2) hours pay if such attendance is during the employee's regularly scheduled time off. This provision shall also apply when the employee is subpoenaed to appear at the State Attorney's Office, Public Defender's Office, Traffic Court, or private attorney's office in a criminal, traffic, or civil case arising from the employee's course of employment with the Town. The employee shall be allowed to retain any monies paid for out of pocket expense and or mileage. The employee may elect to accept either the witness fees or the department pay but not both.
- B.** Employees required to appear as in A. above in multiple cases will be paid their two-hour minimum or the actual time spent whichever is greater.
- 1.** Time for court appearances will begin at the scheduled time.
 - 2.** Should multiple cases fall within the 2-hour block; the employee will only be eligible for the 2-hour pay or the actual time worked whichever is greater.
 - 3.** Should cases be separated by less than two hours the employee will be paid on a continuous basis for the total time from the start of the first appearance to the conclusion of the last appearance. If the time between cases exceeds 2 hours the employee will be paid for each appearance separately under the two hour minimum.
 - 4.** If an appearance begins within 60 minutes of the beginning or ending of an employee's scheduled work time, the employee will be paid continuously until the conclusion of the appearance.
 - 5.** Court Time will be recorded and paid at the overtime rate if the employee has 40 hours of work time other than court or court stand-by, otherwise court time will be credited or paid at the base rate of pay.
 - 6.** Time for court appearances while on standby begins when the court witness coordinator calls the employee to appear and the employee leaves their residence within 15 minutes thereof. Time for appearance ends when the

employee arrives at their residence (or would arrive at their residence by proceeding directly there), or when the employee arrives at work.

7. Should an officer be placed on court stand-by and later called to testify in the same case, that officer shall be paid for both stand-by and time spent in court, with a minimum of one hour court time.

10.2 An employee who becomes a plaintiff, defendant, or witness not associated with his/her work shall not be eligible for leave with pay, but must use chargeable leave time for any necessary time off.

10.3 An employee subpoenaed within the provisions of 10.1 above, shall promptly notify his/her immediate supervisor so that arrangements can be made for work coverage should it become necessary.

10.4 An employee who attends court during scheduled work time or other official duty as identified in 10.1 above, for only a portion of a regularly scheduled workday shall report for duty when excused or released by the court or similar authority.

10.5 An employee will go on standby status per department policy, as instructed by the State Attorney's office, as of the date and time required by the subpoena if he/she is subpoenaed to appear in county or circuit court as the result of a matter arising out of the course of his/her employment with the Town of Belleair, provided that this is agreeable to the court and/or the attorney requesting his/her presence. Employees placed on court standby status will be paid two hours pay at the base rate of pay.

10.6 Court standby time shall be excluded from hours worked computations

ARTICLE 11 LEAVES

Members of the bargaining unit shall receive the same benefits under the same conditions of other Town employees based on whether they are regular full-time, permanent part-time or probationary employees with respect to sick, court, military, FMLA, funeral and vacation leaves. Consistent with Section 3.10, of this agreement, modification of any or all of these benefits and the conditions upon which they are received or enjoyed shall be subject to negotiation and resolution pursuant to the negotiation, impasse resolution process set forth in Florida Statutes, Chapter 447.

11.1 Sick Leave

Members of the bargaining unit shall receive Sick Leave Benefits as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.2 Court Leave

Members of the bargaining unit shall receive Court Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.3 Military Leave

Members of the bargaining unit shall receive Military Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.4 Families and Medical Leave

Members of the bargaining unit shall receive Families and Medical Leave as established by federal law.

11.5 Funeral Leave

Members of the bargaining unit shall receive Funeral Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted.

11.6 Vacation

Unless otherwise stated in this article, members of the bargaining unit shall receive Vacation as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. Any hours accumulated above the maximum will be forfeited, except if an officer has vacation scheduled, and it must be cancelled by the Town due to emergency conditions or extreme staffing needs, then the officer may accrue up to that additional scheduled time in addition to their regular limit and will be paid for that additional accrual above the regular limit at the end of the Town's Fiscal Year.

11.7 Amount of Vacation to be earned

1 Year to 5 Years	8 hours per month, 96 hours annually
6 Years to 15 Years	10.00 hours per month, 120 hours annually
16 Years and over	13.33 hours per month, 160 hours annually

ARTICLE 12 HOLIDAYS

12.1 The following Holidays shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Friday
Christmas Day	December 25
Floating Holiday	

12.2 Whenever possible, employees will be granted time off on holidays. When an employee who is scheduled to work is able to take the holiday off, he will receive holiday pay for the hours he would normally work up to eight hours. Thus, an employee normally scheduled to work five eight-hour days per week will receive eight hours of holiday pay. An employee who normally works four ten-hour days would receive ~~ten~~eight hours of holiday pay.

12.3 An employee, regardless of the type of schedule worked, who is required to work on a holiday or whose normal day off occurs on any such holiday shall be paid an additional eight~~ten~~ hours at the employee's straight-time hourly rate of pay, or the employee may elect to store the eight~~ten~~ hours of holiday time.

12.4 Holiday hours shall be counted as work time for the purpose of weekly overtime computation when an employee either uses holiday time on the day of the holiday or when the employee uses stored holiday hours to take time off at a later date. The use of stored holiday time may be granted at the discretion of department management.

12.5 Stored holiday time earned and not used or paid during the fiscal year shall be paid in the last pay period of the fiscal year or prior to being promoted to any higher classification. These hours shall be paid at the employee's straight-time hourly rate of pay.

12.6 An employee must be in an active pay status for his entire scheduled hours of duty or work his normal schedule of hours, either on his regularly scheduled working day immediately prior to a holiday or his regularly scheduled working day immediately

following a holiday, in order to qualify for holiday pay. Employees on workers' compensation will also qualify for holiday pay.

12.7 Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with a holiday for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

12.8 Employees on annual leave, military leave, jury duty, extended illness leave, bereavement leave and all other absences from duty and on active pay status on the calendar day the holiday is observed must use the holiday on the same calendar day that it is earned.

12.9 When a holiday falls on a Saturday, ~~the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on~~ on a Sunday, the ~~following Monday shall be designated a substitute holiday and observed as the official holiday~~ actual holiday will still be the prevailing holiday date. Although other non-sworn employees observe holidays between Monday and Friday, FOP members will only recognize the actual holiday for purposes of compensation.

12.10 Employees covered by this agreement will be scheduled by appropriate supervision to work or take a holiday off, if the holiday falls on their normal work day, to provide orderly and efficient police service to the community and department. If, after being scheduled to work on a holiday which is his normal work day, an employee may request to take the holiday off and may be approved by management, providing such absence from duty will in no way interfere with the mission of his particular function.

12.11 Employees covered by this agreement will be subject to the Town's "Closure Day" that shall be applied as follows: If the employee is working on the closure day, the employee will be permitted to take another day off during the fiscal year. If the closure day falls on the employee's regularly scheduled day off, the employee will be permitted to take another day off during the fiscal year. Employees shall not be permitted to carry over the closure day to the following fiscal year or receive pay for these hours.

12.12 All hours actually worked on a holiday will be paid at a base rate of 1.5X the regular rate of pay. This only applies to work performed on the date of the actual holiday. These

hours are also subject to shift differential for actual hours worked on the holiday, as established in Article 13 Wage Provisions of this agreement.

ARTICLE 13 WAGE PROVISIONS

13.1 Merit Wage Increase

A. All employees in the bargaining unit shall be evaluated using the employee performance evaluation system adopted by the Town, and included in the Town's Policy and Procedures Manual dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. The maximum potential merit wage increase will be 3%. Funding for annual merit increases shall be guaranteed for all years this contract is in force.

B. Supervisors will conduct an annual written evaluation of the work performance over a 12 month period for each employee under their supervision. ~~The evaluation will only be based upon performance during the designated evaluation period.~~ The employee being evaluated will be given the opportunity to review, discuss, sign, and comment in writing on the supervisor's evaluation.

C. If an employee feels that they were unfairly rated, the employee may file, within seven business days of receipt of their evaluation, a grievance beginning at step two as outlined in section 7.2(B) of this contract. Grievances related to meritorious evaluations will only subject to the grievance procedure through step three and are not subject to arbitration.

13.2 Cost of Living Increase

For year one of the contract, the Cost of Living adjustment shall be the greater of 1.5% or the same as the general employees for that fiscal year up to 3%.

For year two of the contract, the Cost of Living adjustment shall be the greater of 1.5% or the same as the general employees for that fiscal year up to 3%.

For year three of the contract, the Cost of Living adjustment shall be the greater of 1.5% or the same as the general employees for that fiscal year up to 3%.

The cost of living adjustments approved will be applied toward all eligible employee's base salary, and provide a basis for annual adjustments to the minimum and maximum pay ranges for the classifications covered by this agreement.

13.3 Overtime

Members of the bargaining unit shall receive overtime as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted, and in accordance with the provisions of this Contract, except where amended by this agreement. (See Article 15 Work Week)

13.4 Shift Differential.

~~Rates of s~~Shift differential shall be calculated based on hours worked during three different timeframes each day. Morning Shift will generally begin at 6:00 AM and end at 2:00 PM and will not be subject to any shift differential rate. Evening Shift will generally begin at 2:00 PM and end at 10:00 PM and hours worked during that timeframe will be eligible for pay of shift differential rate of an additional 54% of base pay. Midnight Shift will generally begin at 10:00 PM and end at 6:00 AM and hours worked during that timeframe will be eligible for shift differential rate of an additional 10% of base pay. shall be paid to those employees who work a shift where the majority of the hours falls after 5:00PM and before Midnight. Shift differential pay of 108% of base pay shall be paid to employees who work a shift where the majority of the hours fall after Midnight and before 6:00AM.

~~Overtime~~ Holdover-time which continues into more than 24 hours of any following shift, or early start time which continues more than 2 hours into any preceding shift which would be eligible for differential or higher differential shall be entitled to the differential for that additional time worked on that shift. All shift differentials shall be paid on the officer's base rate of pay.

Officers who are eligible for ~~an~~ 108% shift differential and work more than 24 hours into the day shift will still be paid the 108% shift differential for all additional hours worked, based upon the officer's base rate of pay

For those officers working a twelve-hour shift the following shift differential rules shall apply:

- ~~1. 12-hour shifts will have start and end times defined as the need arises. The Day Shift, shall have no hours subject to shift differential. The Midnight Shift, which shall be defined as whichever shift continues past midnight, shall be paid at a 10% shift differential rate for all hours worked. The 2-hour threshold mentioned above for holdover and early start time still applies. For shifts beginning at 6:00 PM and ending at 6:00 AM the officers shall be entitled to shift differential of 54% for the 6 hours from 6:00 PM to Midnight and 108% for the 6 hours from Midnight to 6:00 AM. When the 12-hour shift is from 7:00 PM to 7:00 AM the officer shall be entitled to shift differential of 4% for the 5 hours from 7:00 PM to Midnight and then 108% for the 7 hours from Midnight to 7:00 AM. For Shifts beginning at 6:00 AM or 7:00 AM and ending at 6:00 PM or 7:00 PM respectively the officers shall be entitled to 4 hours shift differential or 54% regardless of the shift.~~

All calculations of shift differential shall be based on the officer's base pay hourly rate.

No hours worked for special duty assignments will be eligible for shift differential pay.

~~Officers subject to shift differential shall continue to receive their shift differential if their schedule is changed within one (1) week of their regularly scheduled shift.~~

13.5 Compensatory Time

Members of the bargaining unit shall receive compensatory time as established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. The election of compensatory time or overtime pay shall be the decision of the employee. Police officers may accumulate up to 120 ~~80~~ hours of Compensatory time throughout the fiscal year ending from October 1st to September 30th, but may not accrue more than 80 hours annually. The Officer may elect

to utilize excess compensatory hours as an elective deferral to a qualifying Health Savings Account (HSA) at any time. -

13.6 Pay Day

- A. The current practice of issuing paychecks on Wednesday following the end of the pay period may be modified by the Town but shall not be later than the Friday following the end of the pay period.
- B. The current pay periods of 14 calendar days shall continue.

13.7 Call Back Pay

- A. Call back is when an employee is called to return to duty after that employee has completed his/her assigned shift and has been dismissed from work for the day~~left the building~~.
- B. Employees called back to work shall be paid a minimum of two (2) hours of work. For pay purposes, actual time begins when the employee is contacted, and the employee leaves their residence within 15 minutes thereof. Time for call back ends when the employee arrives at their residence or would arrive at their residence by proceeding directly there. If the employee is called off prior to arriving at the requested assignment, the employee shall be paid a minimum two (2) hours. Employees required to work beyond their regular shift shall not receive call back pay.

ARTICLE 14
FIELD TRAINING OFFICER (FTO) PROGRAM

14.1 FTO

The Police Chief will have complete authority over all aspects of the FTO Program including the qualifications required to participate in the FTO Program and the scheduling of FTO hours.

The Town agrees to provide one dollar (\$1.00) per hour for each shift worked (less all applicable deductions such as taxes and withholdings) as supplemental compensation to an officer assigned as a Field Training Officer.

To receive the supplement an officer must be assigned a recruit for the purpose of training for a minimum of 6 hours in any one shift in which case the officer will be paid FTO supplement for the entire shift, or cumulative of 30 hours in any one week in which case the officer will receive the FTO pay for all hours worked that week.

ARTICLE 15 WORK WEEK

15.1 Basic Work Week

A) Members of the bargaining unit shall be covered by the basic workweek policy established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. The basic workweek for bargaining unit members for the purposes of FLSA shall be a seven-day period beginning on Saturday at 12:01 AM and ending on the following Friday at midnight, unless otherwise specified by the town manager, in order to meet the needs of the department. Should any change be considered, the FOP will be notified at least 30 days prior to the implementation of the change so that any impact can be identified and if needed bargained.

B) At the request of any officer classified as full time, and with prior approval of the Police Chief, a full time officer may be scheduled ~~work~~ a 32 hour work week without forfeiting their full time status for purpose of benefit eligibility ~~and~~ calculation.

15.2 Hours of Work

Members of the bargaining unit shall be covered by the hours of work policy established in the Town's Policy and Procedures Manual dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. Specifically, the Parties recognize that any changes to the hours of work are subject to bargaining. However, it is understood that temporary changes are not subject to bargaining, but are subject to operational needs as determined by the Chief.

15.3 Meals

Employees covered by this agreement who are required to be on call for their entire shift of work shall be entitled to a paid meal break. Employees not required to be on call for their entire shift shall have an unpaid meal break scheduled by management

15.3 Attendance

Members of the bargaining unit shall be covered by the Attendance policy established in the Town's Policy and Procedures Manual, dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. Also, the Department shall provide a published schedule of officer's duty times at least one-week in advance, except that the town reserves the right to change the schedule as deemed appropriate and

necessary by the Police Chief, in which case the affected officers shall be contacted as early as possible.

15.4 Overtime

Overtime shall be paid for all hours worked in excess of 40 in any work week. Full hours of absence due to paid holidays, paid conference/training time and jury duty will be counted as hours worked for the purposes of determining eligibility for overtime. No other time except time actually worked will be counted.

When special duty work in fire protection, law enforcement, or related activities is performed for a separate and independent employer (public or private) during an employee's off-duty hours the hours of work for the separate and independent employer are not combined with the hours worked for the Town of Belleair for purposes of overtime compensation. Please see Section 15.6 Special Duty Assignments for more information.

15.4.5 Trainings/Seminars

—Employees covered by this agreement who are required to attend Training Sessions or Work Related Seminars, and said employee whose shift schedule is 10 hours in length and employee is on a 4 days on, 3 days off schedule, and the training or seminar is predetermined to be 8 hours long per day, but less than 5 days, the employee is not required to return to duty for the final two hours, providing that operational needs are sufficient to cover the 2 hours in question.

15.6 Special Duty Assignments

When special duty work in fire protection, law enforcement, or related activities is performed for a separate and independent employer (public or private) during an employee's off-duty hours the hours of work for the separate and independent employer are not combined with the hours worked for the Town of Belleair for purposes of overtime compensation.

All conditions of CFR Title 29, Subtitle B, Chapter V, Subchapter A, Part 553, Subpart C, Section 553.227 shall apply. The parties agree that any alleged violations of the

federal wage law or its applicable regulations shall not be subject to the arbitration provisions of the collective bargaining agreement. Rather, any alleged violations shall be enforceable in the manner provided by applicable law.

Special Duty Rates are established as a minimum of \$35 per hour. A minimum of \$30 per hour will be the amount of compensation for each employee providing special duty services and the remaining amounts collected will be retained by the Town.

It is understood that compensation for Special Duty Assignments is not considered a part of an officers' pensionable earnings and is excluded from calculations of annual salary for pension benefit purposes.

ARTICLE 16 UNIFORMS

16.1 Uniforms and Equipment

- A. The employer agrees to continue the current policies of providing uniforms and equipment.
- B. The Town agrees to provide bargaining unit members with a Jacket or Jackets approved by the Police Chief.
- C. Employees will not be held personally responsible for issued items that become worn and unserviceable through no fault of their own. However, if in the opinion of the Chief, a piece of or an issued item is damaged due to abuse, carelessness or the negligent care of the employee, the employee will be personally liable for either the replacement cost or the fair market value of the item whichever is less.
- D. Issued uniform items and equipment will be replaced when the item becomes unserviceable, as determined by the Chief. Employees who believe an issued item is unserviceable are required to promptly notify the Chief.
- E. The Town agrees to reimburse employees covered by this Agreement that are assigned to plain clothes positions for more than one month up to a maximum of \$500.00 per fiscal year for the purchase of attire approved by the Chief of Police. Department issued attire used as plain clothes shall be included as part of the maximum clothing allowance of \$500.00 per employee. Employees receiving a clothing allowance for plain clothes will be responsible for the payment of taxes on said benefit.

16.2 Uniform Cleaning

- A. The Town agrees to continue its policy of contracting with a cleaning service for the cleaning of uniforms. The Town agrees to pay for the cleaning of uniforms. The Town reserves the right to select the cleaning establishment, but will consider problems or complaints concerning the cleaning service brought to its attention.
- B. The FOP agrees that the town shall not be required to further bargain over the impact of a management decision to contract out the cleaning and maintenance of uniforms.

16.3 Protective Equipment Allowance

- A. The town will purchase one pair of boots/shoes/or other types of footwear annually for all members of the bargaining unit.
- B. The Chief will establish a list of approved work footwear by name and style and provide this information to the employees. Employees have the option of (1) purchasing the footwear from this approved list without prior approval from the Police Chief, or (2) purchasing unlisted footwear, only after obtaining written approval of the Chief for the footwear desired. The Chief has final say on what is appropriate footwear for members of the bargaining unit. If the Chief determines a request has been made for footwear that is inappropriate, he/she can deny the request for the allowance.
- C. The request for payment will be submitted to the police chief. Upon written approval from the Chief of Police and upon producing a proper receipt for the footwear purchase, or producing a receipt for footwear listed on the approved list, an employee will receive reimbursement within thirty (30) days of turning in the receipt. Employees will be responsible for the payment of any payroll taxes on said benefit.

16.4 Sunglasses Option

- A. If a bargaining unit members' current footwear is in appropriate, serviceable condition, the officer may choose to apply up to \$100 dollars annually towards the purchase of protective sunglasses, in lieu of purchasing footwear.
- B. Sunglasses purchased under this article must at a minimum, meet ANSI Z87.1-2003 standard.
- C. Sunglasses purchased under this article should be professionally appropriate; (1) Frames must be a dark or neutral color, (2) lenses should also be of a translucent black, grey or brown color, the officer's eyes should be generally visible through the lenses, and (3) Chrome or mirror tinted lenses are prohibited.
- D. Due to the savings provided to the town through contract and/or special vendor pricing, purchases of sunglasses shall be made directly by the town.

16.5 Cell Phones

The Town shall issue Cell Phones to members as the Chief determines necessary in lieu of the current pagers. Cell phones are to be used only for Department or Town business. Carrying a Cell phone is not cause for any stand-by pay nor shall it be considered as time worked for overtime purposes.

ARTICLE 17 GENERAL PROVISIONS

17.1 Residency

All employees covered by this agreement are required to maintain their residence in and actually reside in Pinellas County, Hillsborough County-West of the I75 corridor, or Pasco County-South of SR 54. Newly hired employees will have three (3) months from the date of hire within which to comply with this policy. The town reserves the right to expand the boundaries for residency as needed

17.2 Maintenance of Conditions

Employees covered by this Agreement are also covered by the Town's Policy and Procedure Manual ([Employee Handbook, Personnel Policy](#)), dated February 18, 1997, and revised October 1, 2002, or otherwise as amended and accepted. If any conflicts occur between this Agreement and the Town's Policy and Procedures Manual this Agreement shall take precedence.

17.3 Printing of Agreement

- A. The employer will provide each bargaining unit member one (1) copy of this Agreement within thirty (30) days of final Commission ratification.
- B. The employer will provide one (1) copy of this Agreement to the FOP and will maintain one copy at the Police station, in an area available to on-duty officers.
- C. Each new bargaining unit employee will be provide an electronic ~~given one (1)~~ copy of this Agreement when first hired by the Employer.

17.4 Consultation

- A. Matters may arise during the term of this Agreement in which either the FOP or the Employer believes a need exists to consult with the other party. Consultation meetings may be requested by either party. However these meetings are voluntary, and participation is not mandatory.
- B. When contact is made by the FOP with the employer on matters covering consultation, the point of contact is the Town Manager or his/her designee. When contact is made by the Employer with the FOP, the point of contact is the FOP President, or designated Department FOP Representative.

17.5 Damaged Personal Property

After all other reimbursement options are exhausted, an employee may be reimbursed by the Town for loss or damage to personal property in the performance of his or her job not due to the employee's own carelessness or negligence subject to the following restrictions:

- (a) Certain items of personal necessity will be reimbursable. The maximum reimbursement for items of personal necessity such as eyeglasses and hearing aids is two hundred dollars (\$200.00).
- (b) Wrist watches and wedding rings shall also be reimbursable. The maximum reimbursement for all other personal property such as wristwatches and wedding rings is one hundred fifty dollars (\$150.00).
- (c) Requests for reimbursements for the loss of or damage to personal property must be made on the day on which the loss or damage occurs, or as soon thereafter as possible.
- (d) The Town may also offer reimbursement in other appropriate circumstances.

17.6 OUTSIDE EMPLOYMENT

Upon prior written approval by the Town Manager, employees may engage in other employment during their off-duty hours. However, Town employment shall be considered the primary employment of full-time employees. No employee may engage or continue outside employment, which in the opinion of the Town Manager would interfere with the best interest of the Town or create the appearance of conflict or impropriety with regard to the employee's Town employment.

Every full-time employee engaging in outside employment under this rule shall respond immediately to any emergency call to duty by the Town whenever the Town Manager or the Department Head determines their services to be necessary.

17.7 INSURANCE

Members of the bargaining unit shall be ~~eligible to participate~~~~enrolled~~ in the Town's Insurance programs, upon voluntary enrollment, and shall be subject to the terms and conditions therein.

17.8 SMOKING AND USE OF TOBACCO PRODUCTS

The Employer and FOP agree that the smoking or using of tobacco products in any form is hazardous to the health of the employees and, in some circumstances, to the health of co-workers. Further, that the use of tobacco or tobacco products may have an adverse impact on the Pension and Health Plans of the Employee. Therefore, the Employer and FOP agree that the Town's current Policy and Procedure manual shall govern all sworn members of the Police Department.

- A.** Smoking or using tobacco products, on or off duty, by any employee hired after October 1, 2001, within the bargaining unit, shall be grounds for discipline.
- B.** The Town's smoking policy contained in the Policy and Procedures manual dated February 18, 1997, and revised October 1, 2002, shall apply to all employees hired before October 1, 2001.

ARTICLE 18 SAFETY

18.1 The Employer will make every reasonable effort to provide and maintain safe working conditions. To this end, the FOP will cooperate and encourage the employees to work in a safe manner. The Employer shall receive and consider written recommendations with respect to safety matters from any employee or the FOP.

18.2 It shall be the responsibility of the individual employee to check all equipment, which has been issued to him or her to assure it is in safe operating condition prior to use or operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall report the condition of the vehicle to his or her supervisor.

If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the vehicle or item of equipment shall be taken out of service until appropriate repair or replacement is made.

18.3 Wearing of Body Armor (AKA Bullet Resistant Vest)

- A.** The Bargaining Unit and the Employer agree that wearing a "Body Armor" affords a significant level of protection from certain hazards.
- B.** Body Armor will be issued to all sworn officers. All sworn officers will wear the body armor at all times while on patrol or on duty out of police headquarters unless excused by the Police Chief based on employee needs or circumstances such as weather, or medical conditions, in which case the vests must be readily available.
- C.** The Employer will provide "Body Armor" at no cost to sworn officers. Officers with the Police Chief's approval may purchase an upgraded or alternative vest at least equal to that provided by the Town. The Town will reimburse the officer for the cost of the alternative vest up to the price the Town is currently paying for the issued vests; any additional costs will be paid by the officer.

ARTICLE 19 JOB ENHANCEMENT

The Town of Belleair has provided the "Job Enhancement Program" in an effort to provide educational opportunities to all members of the bargaining unit to assist with training, career development and advancement consistent with individual ability, performance and the requirements of the Town of Belleair.

Members of the bargaining unit that have completed twelve (12) months of continuous service with the Town of Belleair and have successfully completed the requisite six month probationary period in their current position are eligible to apply for tuition reimbursement in accordance with the following.

Educational courses eligible for assistance must be offered by an accredited Florida public state university, independent college, public community college, or trade school. Non-credit and/or refresher courses will not qualify for educational reimbursement. Members of the bargaining unit are entitled to participate in a tuition reimbursement program provided that all classes are off-duty.

Reimbursement will be limited to ~~One Thousand dollars (\$1000) per semester~~ \$and \$2500 per fiscal year (less all applicable deductions such as taxes and withholdings) for any bargaining unit member provided the following criteria are met:

1. Tuition reimbursement is available for course work that is reasonably related to the employee's current position classification with the Town of Belleair.
2. Tuition reimbursement is only available for course work required as part of a degree program or certificate program unless otherwise deemed acceptable by the Town Manager.
3. Tuition reimbursement is approved at the sole discretion of the Town Manager or his/her designee.

The employee shall initiate a "Job Enhancement Program Application" at least two (2) weeks prior to the beginning of classes. In addition, the employee will provide:

1. Student schedule of classes;
2. A fee receipt describing all costs associated with tuition for the educational institution, as provided above;

The "Job Enhancement Program Application" will be submitted directly to the Town Manager's Office. The original "Job Enhancement Program Application," which will include

notice of approval or denial, will be maintained in the Town Manager's Office, and executed copies will be provided to the employee.

Upon completion of the approved course(s), the employee must submit a transcript indicating successful completion with final grade(s) of "C" or better. The employee will be reimbursed according to the approved "Job Enhancement Program Application."

General Provisions

1. Tuition is the only cost eligible for reimbursement. The cost of fees and supplies are not eligible.
2. The employee will be required to reimburse the Town of Belleair for educational course tuition costs that have been received by the employee if the employee separated from the Town's employment within two (2) years from the completion of the most recently completed course(s). Such reimbursement shall be prorated and not exceed \$5,000.00. Reimbursement shall not apply to employees who separate employment as a result of retirement.
- 3 If an employee resigns or terminates for any reason prior to receiving a reimbursement, the Town of Belleair shall have no obligation to refund any part of the cost of tuition.
4. The Town of Belleair will not pay the cost of tuition that has been or will be paid for by sources such as grants, scholarships or other subsidies.

ARTICLE 20

SENIORITY, LAYOFF AND RECALL

20.1 SENIORITY DEFINED

Seniority shall be defined as continuous years of service with the Town. Unpaid leaves of absence of 30 calendar days or more shall cause a break in seniority and the individual's seniority date to be adjusted by a like amount of time except as provided by law.

20.2 SENIORITY FOR LAY-OFF PURPOSES

In the event of a layoff or reduction in force, employees will be laid in accordance with the needs of the Town. Within the bargaining unit, probationary employees will be laid off before any permanent employees. All other lay-offs will be done in the following order:

1. Service ratings
2. Annual performance evaluations
3. Evaluation by the Town Manager
4. Where all these ratings are equal, the junior employee in relation to time in present classification will be laid off first.

20.3 REHIRE AFTER LAY-OFF

In the event that employees are to be rehired after a reduction in force, those employees who were laid-off from a comparable position in the last twelve (12) months will be offered re-employment prior to hiring any other employees. Re-employment will be offered in the inverse order in which they were laid-off. The Town will not offer re-employment to any employee if the available position is that of a greater rank or higher class than that which the employee held at the time of -the lay-off.

20.4 RECALL NOTICES

Recall notices will be sent by certified mail. Any employee on lay-off will have ten (10) calendar days in which to give written notice of his or her intent to return and another ten (10) calendar days in which to actually return to work. It is the employee's responsibility to keep the Town informed as to his or her current address. Failure to give timely notice of intent to turn from lay-off or to timely return will forfeit the employee's right to recall. The Town may deny recall if there exists any intervening factor or event which renders a return to the former position inappropriate.

ARTICLE 21 NO STRIKE

21.1 STRIKE DEFINITION

The term "Strike," as used in this Agreement shall be defined as:

- A.** The concerted failure to report for duty
- B.** The concerted absence of employees from their positions
- C.** The concerted stoppage of work
- D.** The concerted abstinence of any group of employees from the full and faithful performance of their duties of employment with the Employer
- E.** The concerted course of conduct, which adversely affects the services of the Employer
- F.** The concerted failure to report to work after the expiration of a collective bargaining agreement, or
- G.** Picketing in furtherance of a work stoppage.

21.2 STRIKES PROHIBITED

Employees covered by this Agreement, the FOP or its officers, agents, and representatives, agree that the Florida Public Employees Collective Bargaining Statute prohibits them, individually or collectively, as public employees from participating in a strike against the Employer by instigating or supporting in any manner, a strike. Any violation of this Section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the Town's Personnel Manual. Only the questions of whether the employee did, in fact, participate in or promote such action shall be subject to the grievance and arbitration procedure.

21.3 RELIEF

Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer or the FOP shall be entitled to seek and obtain immediate injunctive relief ex-parte.

Provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this Article if neither the FOP or any of its officers instigated, authorized, condoned, sanctioned or ratified such action and further that the FOP and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 22

ON DUTY INJURY/LIGHT DUTY

22.1 On-Duty Injury Benefits

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

- A.** Compensation shall be payable under this section only with respect to an injury or illness where such is incurred in the line of duty.
- B.** Compensation is available only if the injury or illness is determined to be compensable under the Florida Workers' Compensation Law.
- C.** Compensation under this section shall be paid from the commencement of the injury or illness.
- D.** It is the intent of this section to provide compensation for line-of-duty injuries only, and this section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this section, then the decisions concerning the definition of those terms issued under the Florida Workers' Compensation Law shall control.
- E.** The Town will pay regular full-time employees on leave as a result of a valid injury or illness as an employee of the Town which is covered by the Workers' Compensation Law for the first ninety (90) days at their regular hourly rate for their regular straight time schedule, provided they sign over to the Town checks for lost wages received from the workers' comp insurance carrier. After the first ninety (90) days, if the employee remains on workers' compensation, the employee may use accumulated but unused vacation and sick leave to supplement workers' compensation subject to limitations set forth in this Agreement or Town policy, whichever applies.
- F.** It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under the Workers' Compensation Laws or the requirements of the Town's workers' compensation insurance carrier. Should any language of this Agreement conflict with provisions of the Workers' Compensation Law, the provisions of the Law

shall prevail. An employee may choose his/her approved Workers' Compensation treating physician if prior approval is obtained through the Town.

22.2 Definition

Injury or compensable illness shall be determined to have been incurred while on duty with the Town only if such injury is a compensable injury under Florida's Workers' Compensation Law.

22.3 Duration

The length of disability shall be determined by the Town's physician in accordance with the Workers' Compensation Law. Additional payments made by the Town during the ninety (90) day period shall not be charged against any leave time which the employee may have accrued.

22.4 Accrual of Sick/Vacation

Sick and vacation accrual shall continue for a maximum of ninety (90) days or the period the employee is on FMLA, whichever is longer, for employees who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness.

22.5 Invalid Claim

If the employee's claim is later denied in accordance with applicable law, the employee shall reimburse the Town for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued vacation or sick leave used to supplement workers' compensation. Failure to repay the Town upon demand or under terms agreeable to the Town will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Town may collect by any means allowed by law.

22.6 Doctor Visits/Rehabilitation

When an employee on worker's compensation is placed on light duty by the Town, time away from light duty for Town approved doctor's visits, or rehabilitation shall be considered as hours worked. The affected employee should attempt to schedule the visits toward the end of their shift if possible.

22.7 Maximum Medical Improvement

When the employee reaches maximum medical improvement if a legally recognized disability is involved, the Town will conduct a reasonable accommodation/undue hardship analysis to determine the employee's employment status. Otherwise, return to work shall be at the discretion of the Town subject to applicable law and the FMLA.

22.8 Replacement Workers

If necessary to ensure the smooth and efficient operation of the Department, the Town may hire replacements to serve while an employee is unable to work due to an injury incurred in the line of duty.

22.9 Return to Work

Any employee released to return to work following an injury in the line of duty shall report such fact to the Town within twenty-four (24) hours of receiving such release and shall thereafter hold himself or herself ready and available for work.

22.10 Light Duty

1. Members of the bargaining unit eligible for Workers' Compensation may be placed on Light Duty, if available, when released by their treating physician from injuries/illness related to a work-related occurrence. All employees on Light Duty shall have their medical status reviewed periodically as directed by the Town to determine whether maximum medical improvement has been achieved and/or the employee is fit to return to full duty. If needed, the Town may require a second medical evaluation; and if so required, this shall be done at the Town's expense. Light Duty assignments may be limited in number and scope at the sole discretion of the Police Chief. Light duty assignments may be in another department of the Town, or with Police Applicant Screening Services. Employees are required to work light duty if assigned by the Chief.
2. Those members assigned to Light Duty shall be paid their regular hourly rate.
3. The Town reserves the right to limit Light Duty to those injured in the line of duty; however, non-duty related injuries/illnesses may be assigned to Light Duty

on a case-by-case basis at the discretion of the Town. Assignment to Light Duty shall not be a grievable issue.

ARTICLE 23

DRUG-FREE WORKPLACE AND ALCOHOL POLICY

23.01 Policy

The Town's Drug-Free Workplace Policy is aimed at ensuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens and others, or the effective operation of Town business. In addition, all employees required to have a commercial driver's license (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, ~~4~~4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

23.02 Prohibitions

- A. Illegal Controlled Substances. The Town prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off Town property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the Town are prohibited from using or possessing alcohol while on duty; while on Town premises; while driving a Town vehicle, operating a piece of Town equipment, or being transported in Town vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the Town.
- C. Exception: This rule does not apply to alcoholic beverages served at a Town sponsored social function for employees who are not on duty. Such exception must be specifically authorized by the Town Manager. By allowing the serving of alcohol at such an event does not encourage, sanction or authorize any individual attending the function to consume alcohol and prohibits its consumption to the point of being or appearing to be intoxicated. Furthermore, employees who consume

alcohol at such events are prohibited from driving a vehicle under circumstances that violate applicable law.

23.03 Use of Legal Drugs

The use of legal drugs that is drugs prescribed by licensed physicians for a specific medical purpose is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the Town. The use of medical marijuana remains prohibited despite its legal status under state law.

23.04 Testing

A. Substances Tested For Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

1. Amphetamines
2. Barbiturates
3. Benzodiazepines
4. Cannabinoids (marijuana)
5. Cocaine
6. Methadone
7. Methaqualone
8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (PCP)
10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances. Subject to applicable law:

1. Employees in special risk and safety sensitive positions.
 - (a) Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers

authorized to carry a weapon, firefighter EMTs, and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.

- (b) Applicants and employees are subject to testing on the same basis as other employees under Section 23.04(B)(2), except no reasonable suspicion is required for testing such employees for illegal controlled substances for:

- (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.

- (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 25.08.

2. Non-Safety-Sensitive/Special Risk Employees.

- (a) All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- (b) When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the Town's equipment or vehicles at any time where in the opinion of the Town Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 23.02(A) or (B).
- (c) When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this

policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. 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 physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the Town;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used possessed, manufactured, cultivated, sold, solicited, or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
3. For tests under Section 23.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final

determination of whether to proceed and require the screen or test.

4. An employee may upon his request have a representative present at said meeting; however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of *Florida Statute* 440.102(5) (a) through (o) and (6) for alcohol; a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
7. The common and chemical names of the substances identified in Subsection A above, a copy of *Florida Statute* 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

23.05 Reporting and Conviction of Alleged Crimes including Drugs or Alcohol

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next workday after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the Town may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the Town's drug and/or alcohol policy. If in the opinion of the Town, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee.

23.06 Discipline For Violation Of Policy

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the Town's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however, if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the Town and/or the medical review officer.

23.07 Employee Injured On The Job

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all workers' compensation medical and indemnity benefits depending on applicable law.

23.08 Employee Assistance Program

The Town has an employee assistance program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or Town operations. The Town may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition of continued employment. For further information regarding the EAP, contact Human Resources.

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol-related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, Town referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the Town may grant the employee an unpaid leave of absence for a period determined by the Town to participate in a Town approved treatment or

rehabilitative program. Such leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.

- B. Other Employees.** In the event the Town discovers a violation of this drug or alcohol policy or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the Town business, the Town may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The Town may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the Town EAP program. Such leave may be granted only one (1) time. Allowing of rehabilitation under the Town EAP program will be conditioned on the execution of a consent agreement by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.
- C. Return to work.** Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the Town within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A. above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the Town considers him qualified to perform if any, and if there is none he shall be terminated.
- D. Retesting.** Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the Town for one (1) year after they have been free of illegal drugs as determined by the Town, or its designee.

23.09 Reporting Violation Of The Policy

- A. Reporting violations. It is the obligation of every employee of the Town to report violations of the Town's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.
- B. Good faith reports. Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.
- C. Bad faith claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

23.10 Coordination with Administrative Services

All action taken by members of management under this **Article 23** must be coordinated through Human Resources to ensure compliance with all applicable laws.

ARTICLE 24 ENTIRE AGREEMENT

- 24.1** 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 subjects or matter appropriate for collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 24.2** By mutual agreement, discussion may be held during the contract period on any subject.
- 24.3** Any arrangements, provisions, procedures or understandings previously agreed to by the parties, either informally or formally, shall henceforth be void as of the effective date of this agreement, after ratification by both parties, unless included in this labor agreement.
- 24.4** The Town and the FOP, for the life of this agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject matter specifically referred to or covered by this agreement unless this Agreement provides otherwise. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Town's sole discretion and control.

ARTICLE 25

SAVINGS CLAUSE

25.1 In any article or section or sentence of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections, sentences and clauses of this Agreement shall remain in full force and effect for the duration of this Agreement.

25.2 In the event of invalidation of any article or section, both the Employer and the FOP agree to meet within thirty (30) days of such determination for the purpose of bargaining for a replacement of such article or section.

ARTICLE 26

DURATION OF CONTRACT

- 26.1** All sections of this Agreement shall be effective as of October 1, 201~~9~~6, and shall remain in full force and effect until September 30, 20~~21~~19. This agreement may be extended only in writing by the mutual agreement and ratification of both parties.
- 26.2** Should either party desire to terminate, change, renegotiate or modify this Agreement or any portion thereof, it shall notify the other party in writing of the items it wishes to terminate, change, modify, renegotiate, or add, not earlier than 120 days before the expiration of this Agreement, nor later than 30 days before the expiration of this Agreement.
- 26.3** This labor agreement may not be assigned by either party.
- 26.4** Should the Town enhance any benefits for employees not covered by this Agreement during the duration of this Agreement; the Town agrees to provide the same benefits to employees covered by this Agreement.
- 26.5** Attached to this Contract, Exhibit 1 is a Memorandum of Understanding to provide an additional \$500 monthly subsidy to participants enrolled in spouse or dependent health insurance. This provision is in effect until October 1, 2020, and if the Town decides to cancel this benefit for future 12-month periods the FOP or Town have the option to reopen negotiations for this agreement.

Town of Belleair – FOP Contract ~~2016~~2019-2022~~19~~

ATTEST:

BY: _____
Christine Torok, Town Clerk

Date: _____

Town of Belleair

Fraternal Order of Police, Lodge 43

BY: _____
Gary H. Katica, Mayor

BY: _____
~~Karl Lounge~~Douglas Weaver, President FOP

BY: _____
~~Micah Maxwell~~JP Murphy, Town Manager

BY: _____
____—John Drapiewski, FOP

Union ~~R~~Representative

BY: _____
____~~JP Murphy~~Stefan Massol, ~~Assistant Town Manager~~

BY: _____
Director of Support Services

Ken Afienko, FOP General Counsel

EXHIBIT 1

**MEMORANDUM OF UNDERSTANDING CONCERNING AN INCREASED PREMIUM
PAYMENT FOR SPOUSE OR DEPENDENT HEALTH COVERAGE**

The Town of Belleair and the Fraternal Order of Police, Pinellas Lodge 43, hereby enter into this Memorandum of Understanding Concerning an Increased Premium Payment for Spouse or Dependent Health Coverage. The parties agree as follows:

1. For the fiscal year beginning October 1, 2019 and ending September 30, 2020, the City agrees to pay an additional \$500, over and above the amount paid by the City during the fiscal year ending September 30, 2019, toward the premium for spouse or dependent health care insurance coverage. To qualify for this additional premium payment, the employee must have selected spouse or dependent health care insurance coverage. Employees who select “employee only” coverage are not eligible for this benefit.

2. The parties agree that this additional premium payment for spouse or dependent health insurance coverage will only be made available for the fiscal year commencing on October 1, 2019 and ending on September 30, 2020. The additional premium payment set forth in paragraph one of this Memorandum will cease on September 30, 2020. The parties agree that any additional premium payments for spouse or dependent health care coverage for the fiscal year commencing October 1, 2020, and any subsequent year, will be subject to collective bargaining between the parties in accordance with Chapter 447 of the Florida Statutes. In the event that the parties have not reached an agreement prior to October 1, 2020, the status quo during those ongoing negotiations will be defined as the amount of the premium payment made by the City toward spouse or dependent health insurance coverage prior to the implementation of this Memorandum (that is, the status quo in future negotiations will be the amount of the City’s premium contribution as it existed immediately prior to October 1, 2019).

For the Town of Belleair,

Date

For the Fraternal Order of Police,

Date

