

AGREEMENT
Between the
City of Bartow, Florida
And the
West Central Florida Police
Benevolent Association Regarding the
Bartow Police Department
October 1, 2018 - September 30, 2021

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PREAMBLE

This Agreement is entered into effect the first day of October, 2018, between the City of Bartow, Florida, hereinafter referred to as the “City”, and West Central Florida Police Benevolent Association, hereinafter referred to as the “Union.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general wellbeing of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, effective October 21, 2004, in accordance with the Certification, from the Florida Public Employees Relations Commission dated October 21, 2004, for the employees employed in the following unit:

All sworn personnel of the Bartow Police Department below the rank of Captain excluding all other employees of the City of Bartow.

**ARTICLE 2 -
REPRESENTATIVES OF PARTIES**

2.1 **Union Representation:** The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union as required by the Florida Public Employee Relations Act (“PERA”).

2.2 **City Representatives:** The Union agrees that during the term of this Agreement the Union and its representatives shall deal only with the City Manager or his representatives in matters as required by PERA.

**ARTICLE 3 -
CITY'S MANAGEMENT RIGHTS**

3.1 **General and Specific Rights:** Except as expressly limited by any provisions of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge or otherwise discipline employees for just cause; to subcontract; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

3.2 **Limitations:** Nothing herein contained shall be construed to supersede or nullify any of the provisions contained in other articles of this contract.

3.3 **Emergencies:** If in the sole discretion of the City Commission it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and

other direct monetary payments shall not be suspended. During such emergency no officer shall be discharged without just cause. Any such discharge occurring during such period shall be subject to the grievance procedure contained herein upon the conclusion of such emergency.

**ARTICLE 4 -
GRIEVANCE PROCEDURE**

4.1 **Definitions:** A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. Business day shall be defined as Monday through Friday, excluding City observed holidays.

4.2 **Contents and Processing:** All grievances filed shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement, the laws of the United States, the State of Florida, and the Charter and ordinances of the City of Bartow.

Step 1. In all grievances other than those involving dismissal, suspension or written reprimand the aggrieved employee shall present the grievance in writing to his immediate supervisor within ten (10) business days of the occurrence of the action giving rise to the grievance. The aggrieved employee shall have the right to have a Union representative present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee and if a Union representative was present to the Union representative within ten (10) business days from the date the grievance was presented to him. Any grievance involving a dismissal, suspension or written reprimand shall be filed at the second step within ten (10) business days of the occurrence of the event giving rise to the grievance.

Step 2. If the grievance is not settled at the first step, the aggrieved employee, within ten (10) business days of the date of notification from the immediate supervisor shall present the written grievance to the Chief of Police or his designee. The Chief of Police shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union representative. The Chief of Police or his designee shall notify the aggrieved employee of his decision in writing with a copy to the Union no later than ten (10) business days following the meeting date.

Step 3. If still unresolved, the grievance and all responses shall be submitted to the City Manager or his designee within ten (10) business days of the receipt of the response in Step 2. Within ten (10) business days, the City Manager shall meet with the employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union representative. If the employee does not desire a Union

representative present, the City shall notify the Union of the date, time and place of the meeting.

The City Manager shall render his decision in writing no later than ten (10) business days of the meeting with copies to the aggrieved employee and the Union.

4.3 **Arbitration:** Within ten (10) business days of the date of the decision of the City Manager, the Union shall notify the City Manager of its intent to arbitrate. The notice of intent to arbitrate shall state the specific section or sections of this Agreement claimed to have been violated and shall contain a short statement of facts upon which the grievance is based. Concurrently, said party shall request from the Federal Mediation and Conciliation Service a list of seven (7) names of qualified arbitrators. Within ten (10) business days after the receipt of such list, representatives of the parties shall meet or confer by telephone and each shall strike three (3) names. The party filing the grievance shall strike the first name. The remaining name shall be notified of his selection as arbitrator. As promptly as can be arranged, but no later than thirty (30) days from the date of selection of an arbitrator, the arbitration hearing shall be held. In the event the arbitrator selected is not available in the time required, the parties shall immediately obtain a new list of arbitrators from the Federal Mediation and Conciliation Service and select another arbitrator. Each party to the arbitration shall pay its own expenses for its representative, counsel and witnesses. The fees of the arbitrator and other expenses of arbitration, including the appearance fee of a court reporter, shall be shared equally by the City and the adverse party. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to amend, add to or subtract from the terms of Agreement.

4.4 **Extended Time Limits:** The time limits specified herein may be extended by mutual agreement.

4.5 **Automatic Advancement:** Failure of the parties to meet and/or discuss the grievance or the City to make a decision within the time provided in Steps 1 or 2 of the grievance procedure

shall be deemed a denial of the grievance by the City, and the employee or the Union shall proceed with the next step as if the decision had been made on the last day allowed.

4.6 **Grievances by Non-Union Members:** Unless the law provides otherwise, the Union and not the individual shall have the right to arbitrate grievances. If the law requires to the contrary, an employee who elects to arbitrate a dispute shall have all the rights and assume all the burden, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his grievance.

4.7 **Burdens of Proof:** The burden of proof shall be on the Union to establish its case by a preponderance of the evidence, except the same burden shall apply to the City in arbitrations concerning disciplinary action against bargaining unit employees.

4.8 **Probationary Employees:** Probationary employees may file grievances over discipline less than termination but neither the Union nor the employee may arbitrate discipline or termination.

4.9 **Violation of Law:** Claims of violation of Article 7 of this Agreement or any federal, state or local law, procedure or policy shall not be subject to Article 4 without the written consent of the parties.

**ARTICLE 5 -
UNION REPRESENTATIVES**

Representatives shall not investigate or otherwise handle grievances during working time without the express consent of their Section Supervisor or his designee. Such consent will not be unreasonably withheld. The Union shall notify the City in writing of the name of the Representatives within ten business (10) days after ratification of this Agreement and immediately after any change of said Representatives.

**ARTICLE 6 -
NO STRIKE**

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

6.2 **Right to Injunctive Relief:** Should the Union breach this Article, the City may proceed to the appropriate court and, without notice, obtain an injunction against such breach; and the City may take any other action authorized or required by law.

**ARTICLE 7 -
NO DISCRIMINATION**

No officer shall be disciplined or threatened with discipline by reason of his membership or non-membership in the Union.

**ARTICLE 8 -
EXISTING RULES AND PRACTICES**

8.1 **Conflicts with a Disagreement:** A Police Department rule, resolution, policy or procedure now in existence in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy or procedure to be compatible with this Agreement.

8.2 **City and Departmental Polices, Rules and Regulations – Modifications:** It is agreed and understood that the Police Department and City have policies, rules and regulations governing employment. The Union agrees that such policies, rules and regulations shall be formulated, amended, revised and implemented at the sole and exclusive discretion of the Police Chief or the City Manager, whichever applies; provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the Police Chief or the City Manager, whichever applies, shall provide at least ten (10) days notice of such change to the Union. This provision shall not grant the Police Chief or the City Manager the right to modify or violate any provision of this Agreement or to unilaterally decrease any payment required to be made to any employee hereunder.

8.3 **Safety Committee:** The City and the Union shall establish and maintain a Safety Committee composed of two (2) members appointed by the City and two (2) members appointed by the Union. The committee shall meet not less than quarterly and shall review and make recommendations of improvements in safety policies, procedures and equipment. Recommendations made shall be in writing, adopted by a majority of the committee and shall be non-binding in nature.

8.4 **City Personnel Policies, Rules and Regulations:** The City has Personnel Policies, Rules and Regulations (“PRR”) which apply to all employees. Where a particular topic is

covered by this Agreement, this Agreement shall take precedence over a similar topic in the PRR. Grievances over violation of the PRR shall not be subject to Article 4, but shall be processed under the PRR Grievance Procedure.

**ARTICLE 9 -
SENIORITY, PROBATIONARY PERIOD, AND DISCIPLINE**

9.1 **Seniority Definitions:**

A. **Classification Seniority (also referred to as job or position seniority):** The length of time an employee has been continuously employed in his current position classification.

B. **City Seniority:** The total time an employee has worked for the City without loss of seniority under Section 9.2.

C. **Departmental Seniority:** The total time of continuous service in the Bartow Police Department.

9.2 **Loss of Seniority:** An employee shall lose all his seniority and be terminated from City employment as the result of any one of the following:

- A. Discharge
- B. Retirement
- C. Voluntary resignation
- D. Layoff exceeding one (1) year
- E. Failure to report to the Department Head the intention to return to work within three (3) calendar days of receipt of a recall notice.
- F. Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management

9.3 **Layoffs:** No full-time employee shall be laid off prior to any part-time employee in the same classification. The following factors shall be considered by the City in all cases of lay-off.

- A. The ability to do the job as set forth in the job description
- B. Classification Seniority.

Factor A shall be determinative in selecting employees for lay-off, however, if the City concludes that factor A is equal between employees, then factor B shall be determinative.

Recall shall be in reverse order by classification seniority. The City shall have the right

to select employees for lay-off by job classification. While the City shall have this exclusive right of selection, it shall provide to the senior employee who is laid off an explanation as to why the junior officer within the same classifications was retained.

9.4 **New Hires During Layoff:** No new employee in the classification affected shall be hired until the employee on layoff has been given an opportunity to return to work at his original seniority date and position.

9.5 **Probationary Period:** The probationary period for persons employed as police officers shall be one (1) year from the date of hire as an active, full time Bartow Police Officer performing the normal duties assigned to Bartow Police Officers. During such probationary period the employee may be discharged without recourse to the grievance procedure. The probation may be extended for an additional period in the sole discretion of the Chief of Police in lieu of termination. The City shall notify the Union of the extension. The probationary period for persons promoted to the rank of Sergeant shall be one (1) year from the date of promotion. During such period the employee may be reduced to his former grade without recourse to the grievance procedure. No probationary officer will be assigned as a detective unless that position has been previously offered to non-probationary officers. If an employee is reduced to his former grade, the City will provide the employee with an explanation as to why the action was taken.

9.6 **Performance:** The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree employee behavior which is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for progressive and appropriate

discipline when an employee's conduct and job performance are inconsistent with said goals. The city reserves the right to deviate from progressive discipline based upon the severity of the offense and the discipline history of the employee.

9.7 **Discipline:** No employee shall be disciplined except for just cause. Discipline will be administered in accordance with BPD and City PRR policies, rules and procedures. The loss of pay in reassignment shall be considered as part of the determination of the disciplinary action.

Disciplinary action may include:

- A. Written Reprimand
- B. Suspension
- C. Demotion
- D. Dismissal

In the event that the City plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter. Any of the above actions may be warranted, not necessarily in the order listed, depending on the severity of the offense. Training may be combined with A, B and C above. Costs of mandatory remedial training as part of discipline will be paid by the City.

9.8 **Notice of Disciplinary Action:** Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.

9.9 **Interrogations:** Any officer who is being interrogated under circumstances where the officer could be subject to discipline shall have a right to have a PBA representative present. It is the employee's responsibility to notify the PBA of the request for union representation.

9.10 **Receipt of Documents:** Employees or their PBA representative may review any supporting documentation contained in a disciplinary package prior to any pre-disciplinary hearing portion of the investigation. This review shall be requested through the appropriate

Division Commander. One copy of any of the supporting documentation shall be provided to the employee or PBA representative free of charge upon request. This section shall not apply in cases in which criminal charges are brought against an affected employee as a result of the departmental investigation. Records in such cases must be obtained through the rules of discovery through the State Attorney's Office.

9.11 **Copies of Disciplinary Action:** Written reprimands and notices of suspensions, demotions, or dismissals issued to bargaining unit members shall be copied to the Union upon their issuance.

**ARTICLE 10 -
CHECK OFF**

10.1 **Deductions:** The City shall deduct dues and initiation fee owed by the employee to the Union on a monthly basis; provided, that prior to such deduction, the Union has provided the City with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized. Deductions shall be made from the first paycheck each month and forwarded to the Union within ten (10) days of said deduction.

10.2 **Dues Authorization Cancellation:** Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the Union.

10.3 **Indemnification:** The Union shall indemnify and hold harmless the City from any and all claims, demands or expenses in connection therewith based upon any documentation or information furnished by any officer or agent of the Union.

10.4 **Fines, Penalties and Assessments:** Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

**ARTICLE 11 -
BULLETIN BOARDS AND POSTING OF AGREEMENT**

Bulletin Board: The City agrees to provide a bulletin board in the Roll Call Room for posting by the Union of notices of meetings or other official Union information. The Union agrees that it shall not post nor allow to be posted anything other than meeting or function notices without the prior consent of the City.

**ARTICLE 12 -
RATES OF PAY**

12.1 Step Pay Plan:

- A. The City and the Union agree to the step pay plan for Police Officer and Sergeant attached to this Agreement as Exhibit 'A'. Effective October 1, 2018, each individual bargaining unit employee shall be placed at the step number on the step pay plan equivalent to that employee's number of years of service in current grade with the Bartow Police Department.
- B. Effective on each bargaining unit employee's anniversary date of hire, or for bargaining unit employees at the rank of Sergeant, on each employee's anniversary date of promotion, each employee shall advance one step on the step pay plan until reaching the maximum step. Employees who have reached the maximum step on the step pay plan shall remain at the maximum step.
- C. Bargaining unit employees shall be paid an hourly rate of pay equal to the rate identified in the occupied step of the step pay plan. If, for any reason, a bargaining unit employee currently receives an hourly rate of pay in excess of the step rate, for which they qualify pursuant to 12.1.A above, the employee shall be paid at the employee's current rate of pay until the employee becomes eligible for advancement to a step with a higher rate based upon years of service in current grade.
- D. Employees successfully completing probation during the term of this Agreement shall be advanced from the Probation pay rate to Step 1 in the step pay plan.
- E. Bargaining unit employees shall be entitled to receive any City-wide across-the-board lump sum payment, City-wide across-the-board cost-of-living adjustment or City-wide

across-the-board merit/performance pay increase that is authorized for all City employees during the term of the agreement.

- F. If, at end of the term of this Agreement, the City has given its non-unionized employees a cumulative cost-of-living increase in excess of 7.689%, bargaining unit employees shall receive a cost-of-living adjustment equivalent to the difference between the non-unionized employees' cumulative increase and 7.689%.

12.2 **Field Training Officer:** Officers assigned the duty of Field Training Officer shall receive an additional five percent (5%) for all hours worked as a Field Training Officer.

12.3 **New Positions:** The City shall notify the Union of any new classification created within the bargaining unit, and shall meet and discuss the proposed new position and its rate of pay with the Union. In the event that the parties do not agree, then the issue shall be submitted to City Commission, whose decision shall be final and binding upon the parties.

**ARTICLE 13 -
SELECTION PROCEDURE FOR HIGHER POSITIONS**

13.1 The following procedure shall govern the selection procedure for the grade of Sergeant.

A. **Notice of Vacancy:** A vacancy in the classification of Sergeant shall be deemed to occur when notice of such vacancy is published by the Police Chief or City Manager.

B. **Content of Notice:** The notice of vacancy shall be internally posted and may be externally advertised to attract qualified applicants. The notice of such vacancy shall include the following information.

1. The position(s) to be filled;
2. The classification description, rate of pay, and additional essential duties;
3. The cutoff date for receipt of applications by the Personnel Department; and
4. The qualifications required for the positions(s) available as noted below:
 - a) To be qualified for selection as a Sergeant, the applicant shall be a certified Police Officer with a minimum of four (4) years active duty experience prior to the date of application.

13.2 **Application:** Employees must file a written application for the vacancy by the close of business on the closing date.

13.3 **Qualifications:** The City shall determine which applicants meet the minimum qualifications for the vacancy who shall then be eligible to sit for the written examination.

13.4 **Written Examination:** Within ten (10) business days of the cutoff date for receipt of applications the Personnel Department shall notify each qualified applicant of the date, time and place of the written examination. The City shall prepare and the Personnel Department administrator shall publish the results of the written examination. To be eligible for further consideration, the applicant shall have a minimum score of seventy-five percent (75%).

13.5 **Selection:** Ability and the skills necessary to do the job shall be the primary consideration. When the Chief determines the ability and skill are equal among qualified employee applicants seniority shall be determinative. Where eligibility and skill as between an employee and outside applicants are considered equal by the Chief, the employee applicant will be given preference.

13.6 **Duration of Promotion List:** Notwithstanding any other provision of this Article, the City may, if a vacancy occurs within six (6) months of publication of an eligibility list as provided in Section 13.4, fill the vacancy from such list in the manner provided in Section 13.5.

13.7 **Detectives:** Opportunities for assignment to the position of Detective will be posted for those officers who are interested in the position. The applicants shall be certified full time Police Officers with a minimum of two (2) years experience as a Bartow Police Officer or other Florida Law Enforcement Agency prior to the date of application and must make a written application to the Chief. The City shall have the exclusive right to choose from among those showing an interest, but shall provide to the senior employee who is passed over an explanation as to why another officer was selected, in writing. Selection to the position of Detective shall be an assignment and not a promotion, and the City may, at any time, reassign an individual from the position of Detective to any other position.

13.8 **Selection and Explanation:** The City shall have the exclusive right to select the employee/outside applicant for promotion, but shall provide to the senior employee who is passed over an explanation as to why another officer or outside applicant was selected.

13.9 **No Qualified Applicant:** If the above process does not result in the selection to fill the vacancy, the chief may fill the vacancy as he deems in the best interest of the Bartow Police Department.

**ARTICLE 14 -
HOURS OF WORK AND OVERTIME**

14.1 **Schedule and Meals:** The City shall have the right to schedule shift starting and ending times, provided that the Union is notified not less than seven (7) days prior to any change in either shift starting or shift ending times. All schedules of more than eight (8) hours shall include a thirty five (35) minute unpaid meal period.

14.2 **Straight Time:** Officers shall be paid not less than their straight time rate for all hours worked.

14.3 **Overtime:** Employees shall be paid time and one half (1½) their hourly rate for all hours worked over eighty-four (84) hours in a fourteen (14) day pay period.

14.4 **Comp Time:** The following procedure will be applied regarding compensatory time for all hours worked in excess of the employee's regular schedule:

A. The hours will be accumulated on a payroll to payroll basis. Comp time in lieu of pay must be approved by the Chief of Police prior to work being performed. Comp time will only be considered when it is in the best interest of the department.

B. An employee may accrue a maximum of one hundred (100) hours of compensatory time every six (6) months. Provided, however, that any hours over 100 hours will result in the employee being paid for the overtime hours worked at the hourly rate for the hours earned rather than being banked. All compensatory time must be taken in a minimum of one (1) hour increments.

C. Officers with twenty (20) hours or more of compensatory time may request and receive payment for unused compensatory time by submitting a written request for payment of not less than twenty (20) hours of compensatory time no later than seven (7) days prior to the end of a pay period.

14.5 **Hours Counted:** The term “hours worked” for eligibility for overtime shall include hours actually worked, paid court appearances as defined in Section 14.7(A) and (B), and paid holiday and paid vacation leave.

14.6 **Distribution:** Insofar as is practicable, overtime shall be distributed equally among officers of the same rank in the same division.

14.7 **Court Attendance – Minimum Pay:**

A. **Witness as Part of Official Duty:** Any employee whose appearance is required in any court of law as the result of a matter arising out of his official duties in the course of his employment shall receive a minimum of two (2) hours pay in addition to the applicable witness fee if such attendance is during the employee’s off duty hours. This provision shall also apply when the employee is subpoenaed to appear at the State Attorney’s or the Public Defender’s Office in regard to matter arising from the employee’s course of employment.

B. **Jury Duty:** An employee who is called for jury duty shall be entitled to leave without loss of pay upon presentation of a summons.

C. **Civil or Criminal Witness Attendance:** Employees summoned to appear as a witness in a civil matter not involving the employee’s duties as a Bartow Police Department employee will not be paid, but the employee may elect to utilize accumulated vacation pay.

D. **Personal Litigation:** Leave with pay for court attendance shall not be granted when the employee is the defendant or is engaged in personal litigation; however, annual leave may be used for such purposes.

E. **Accommodation:** In those instances where an Officer is required to attend a court appearance falling between two evening shift assignments, the City shall make every reasonable effort to accommodate time off for that Officer, so long as manpower requirements are not interfered with.

14.8 **Rotating Shift Employees:** Officers assigned to rotating shifts shall be rotated on a regular basis insofar as is practicable to meet the needs of the department. Regular shift assignments shall be posted not less than seven (7) calendar days prior to the beginning of a eight (8) week shift assignment cycle. In the event that officers desire to exchange shifts they may request such exchange not less than seven (7) calendar days prior to the beginning of the shift. No such shift exchange shall be permitted without the express consent of the Division Commander or his designee; provided, however, that such consent will not be arbitrarily withheld. Nothing in this Article shall limit the right of the City to call officers in for duty.

14.9 **Pyramiding:** There shall be no duplication or pyramiding of overtime and premium pay and overtime under this Agreement.

**ARTICLE 15 -
OTHER BENEFITS**

The City agrees to provide the following, additional benefits for the members of the bargaining unit.

15.1 Holidays Observed:

A. There shall be ten (10) paid holidays for members of the Police Department.

These holidays shall be:

New Year's Day
Martin Luther King Jr. Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

B. **Eligibility:** To be eligible for holiday pay, the employee must have worked the scheduled shift before and after the holiday unless on paid sick or vacation leave.

1. Eligible employees shall be paid eight (8) hours pay at the straight time rate when they do not work the holiday.
2. When an eligible employee is scheduled to work a holiday, they shall be paid at the double-time (2x) rate for all hours actually worked.

C. Eligible employees shall be entitled to two (2) personal days off, each equal to the number of regularly scheduled hours of work per day, at their straight time rate. Such days off shall not be counted as hours worked for overtime pay eligibility.

D. 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 Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

15.2 **Vacations:**

A. **Earning Vacation:** Vacation time shall be earned as follows:

During the first five (5) years, 80 hours per year of continuous service; after five (5) years, 120 hours per year of continuous service; after ten (10) years, 144 hours per year of continuous service; after fifteen (15) years, 160 hours per year of continuous service.

B. **Accrual:** Vacation leave shall not accrue to a level greater than two (2) times the annual vacation leave accrual rate.

C. **Scheduling:** Annual vacations shall be scheduled by the Chief or designee, taking into consideration any written applications submitted by employees. The Chief of Police shall not arbitrarily refuse to approve reasonable requests, nor shall an employee disregard the requirements of his duties and the good of the public service in scheduling vacations. Employees shall give the Chief as much notice as possible of the dates desired for use of annual leave. Where two or more officers in the same grade and assignment select the same vacation period, the officers with the most department seniority will be given priority; provided, once a vacation request is approved, seniority shall no longer apply.

D. **Death in the Family:** In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to funeral leave under Section 15.9 provided the employee notifies the Department of such death prior to the end of his vacation. Time charged to funeral leave under Section 15.9 shall not be charged against the employee's vacation time. In the event that the employee cannot notify the Department of the death prior to the end of his vacation due to circumstances beyond his control, the employee must notify the Department of the death in his family at his earliest opportunity.

E. **Sickness During Vacation:** Where a verified illness of three (3) days or more occurs during a vacation, an employee may charge this time to sick leave and such time charged to sick leave shall not be charged against the employee's accrued vacation.

F. **Payout Upon Cessation of Employment:** Upon termination, an employee shall be entitled to receive all accrued and unused vacation pay.

G. **Use:** Earned vacation of not less than one (1) hour may be used with prior approval for the following purposes:

1. Approved vacation.
2. Absences for transacting personal business, which cannot be conducted during off-duty hours.
3. Religious holidays other than those designated by the Board as official holidays.
4. For uncompensated absences due to medical reasons once paid medical leave has been exhausted.
5. Any approved uncompensated leave of absence.
6. To supplement Workers' Compensation to the extent necessary to receive their straight time rate of pay times their regular scheduled hours.

15.3 **Sick Leave:**

A. **Earning Rate:** Sick Leave shall be earned at the rate of eight (8) hours per month.

B. **Use:** Sick Leave may be used by employees for:

1. Personal injury, pregnancy or illness not connected with work.
2. Medical, dental, optical or chiropractic examination or treatment.
3. Exposure to a contagious disease, which would endanger others, as determined by a physician.
4. Illness of a member of the employee's immediate family (as defined in the Family and Medical Leave Act) which requires the personal care and attention of the employee and no other person is available to provide the care.
5. To the extent not covered above for absences required by the Federal Family Medical Leave Act.
6. To supplement Workers' Compensation to the extent necessary to receive their straight time rate of pay times their regular scheduled hours.

C. **Verification:** The employee shall furnish such verification as may be reasonably required by the City, which shall be a verified illness certified by a physician or health care provider to be medically necessary

D. **New Employees:** New employees shall accumulate but shall not be entitled to use sick leave for the first six (6) months of employment.

E. **Accrual and Use:** There is no limit on the number of hours of sick leave which an employee may accumulate. Except as provided in Section 15.3.F below, accrued unused sick leave shall not be paid upon death, retirement, cessation of employment or for any other reason whatsoever; however, it may be used for the reasons set forth in Section 15.3.B.

F. **Payout:** When a Police Department employee retires or is terminated with a minimum of seven (7) completed years of continuous service with the City of Bartow, and has a minimum of one hundred and sixty (160) hours accrued sick leave, he shall be paid for accrued sick leave upon termination at the following rates provided the two stipulations above have been met:

1. 7-15 years completed service 30% of accrued sick leave;
2. 16-20 years completed service 40% of accrued sick leave;
3. Over 20 years completed service 50% of accrued sick leave.

15.4 **Military Leave:**

A. **Leave for Active Military Service:** For employees who are members of the U.S. Armed Forces Reserves or the National Guard and who are ordered to active military service, the first 30 calendar days of such leave will be without loss of pay. The City will continue to pay its share of any health insurance coverage for up to 30 days of

military leave. Leaves for active military service in excess of 30 days will be without pay, although employees may elect, at their option, to use any accrued unused vacation or sick leave.

Employees are required to provide as much advanced notice as possible of the need for military leave unless giving notice is impossible or precluded by military necessity.

Reinstatement or re-employment by the City following a period of active military service will be granted as follows:

1. In the event of discharge from the military, the employee received an honorable discharge.
2. The employee's military leave from the City did not exceed five years.
3. The employee reported back to work or applied for reinstatement: (a) within 90 days after release from military service lasting more than 180 days; (b) within 14 days after release from military service lasting between 31 and 180 days; or, (c) on the next regularly scheduled workday following release from military service of less than 31 days.

The employee will be reinstated in the position he or she would have attained if not for the military leave absence (or a similar one in terms of status, pay, and seniority) and will receive full credit for time spent in the Armed Forces, provided the above requirements are met.

B. **Leave for Reserve or Guard Training:** Employees who are members of the Reserve or National Guard will be granted a military leave of absence for all time in which the employee is ordered to engage in training. The employee is required to provide his or her supervisor as much advance notice as possible of the need and intent to be away for Reserve/Guard training. Up to 240 hours per year for Reserve or Guard training shall be paid leave. Any training hours required in excess of 240 hours per year shall be without pay.

C. **Leave for Named Event or Declared Emergency:** A military leave of absence will also be granted to any employee who is a member of the Florida National Guard and is called to active state duty for a named event or an officially-declared emergency or disaster pursuant to Florida Statutes, Section 250.48. Official orders for any such service shall be presented to the employee's immediate supervisor. Leave under this section shall be with pay for the first 30 days of the named event or emergency, and thereafter shall be without pay.

15.5 **Leave of Absence:** Employees may be granted special leave without pay at the sole discretion of the Police Chief for educational, Union business or other purposes not inconsistent with the best interests of the City of Bartow. Such leaves may be granted only upon the written application of the employee, setting forth the dates of his proposed absence from duty and the reason therefore.

15.6 **Election Time Off:** Employees are expected to make arrangements to vote outside of their regular working hours if possible. Employees who are required to be on duty during the entire time the polls are open may be granted not more than one (1) hour by the City in which to vote. If more time is required, employees should arrange to vote by absentee ballot or to take the necessary annual leave.

15.7 **Meetings:** The City may grant employees leave with pay to attend professional and technical conferences, short courses or other meetings when such attendance is deemed to be in the best interest of the City of Bartow.

15.8 **Acting in Higher Position Pay:** If a Police Officer or Sergeant is designated to serve in a higher capacity on an acting basis for four (4) hours or more, he shall receive his normal hourly rate plus 6% for the acting rank during the time they act in that status.

15.9 **Funeral Leave Pay:**

A. **Leave with Pay:** Each employee shall be allowed three (3) scheduled days funeral leave with no loss of pay and no charge against sick leave time in the event of a verified death in the family which requires travel less than 400 miles round trip . Death in the Family shall be defined as the death of a spouse, child, mother, father, stepchild, stepmother, stepfather, grandfather, grand-mother, mother-in-law, father-in-law, grandchild, brother or sister of employee or employee’s spouse and employee’s brother or sister’s spouse. Funeral leave shall be for the purpose of attending the funeral of the deceased and shall be denied to any employee who without cause fails to attend the funeral.

B. **Extended Funeral Leave:** In the event that an employee attends the funeral for a Death in the Family which requires travel of more than 400 miles round trip, then upon application and submission of proof of travel and attendance at the funeral, the employee shall receive such additional scheduled days off as are required to give the employee up to a full calendar week of funeral leave, provided, however, that the number of scheduled days off shall not exceed five (5).

15.10 **Line of Duty Injury Pay:** The City hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

A. **Eligibility:** Compensation shall be payable under this Section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.

B. **Line of Duty Only:** An injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.

C. **Supplement by the City:** The amount of compensation paid shall be the amount required to supplement funds received from the Florida Workers, Compensation Law and any other disability or other income plan provided by the City, either by law or by agreement, to the point where the sum of the supplement herein provided, and all other payments herein described equal the employee's straight time bi-weekly wage at the time of the injury.

D. **Beginning of the City Supplement:** No compensation under this Section shall be allowed for the first seven (7) days of disability; provided, however, that if the injury results in disability of more than fourteen (14) days, compensation shall be paid from the commencement of the disability.

E. It is the intent of this Section to provide supplemental compensation for line of duty injuries covered by the Florida Workers' Compensation law only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner. In the event of any dispute or disagreement concerning the interpretation of the terms of this Section, the Florida Worker's Compensation Law shall apply.

F. **Maximum Period for Supplement:** The maximum period for which payment may be made under this Section shall be thirteen (13) weeks from the date of injury for each injury, including recurrences thereof. No payment made by the City during said period shall be charged against any sick leave which the employee may have accrued.

G. Fit for Duty Medical Examination: The City shall have the right to require the employee to have a fit for duty medical examination by a physician of its choice prior to receiving or to continue to receive compensation under this Section.

15.11 **Recall Pay:** Any employee who is recalled to duty after having left for the day, or on a regularly scheduled day off, or vacation day, or more than three (3) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of three (3) hours work. This Section shall not apply to court appearances. Any officer working on a call out under this Section who works four (4) hours or more shall receive reimbursement of up to Ten Dollars (\$10.00) for a meal upon presentation of a valid receipt.

15.12 **Extra Departmental Services Pay:** In the event any person, firm or corporation requires the services of a uniformed policeman in addition to those personnel who might be assigned by the City, the following shall apply:

A. In regards to special duty assignments, any special detail that is received by the detail officer that is to be worked within the 24 hour period from receipt shall be posted with a cut-off time for signing up of four (4) hours prior to the start of the detail. At the cut-off time the senior officer(s) signing up will be awarded the detail.

B. Any officer performing such duty shall be reimbursed at the rate of pay agreed to between the officer and the person requesting such service by the person, firm or corporation to whom the service is provided. Officers shall be responsible for the proper reporting of hours worked. Hours worked under this provision shall not be used in the computation of overtime.

15.13 **Uniform Allowances and Equipment:**

A. **Uniforms:** The City shall provide an initial set of five (5) uniform sets which will be replaced on an as-needed basis. The City shall provide equipment to include but not limited to the following, which may be replaced on an as- needed basis:

1. Duty Belt
2. Belt Keepers
3. Ammo pouch
4. Three (3) magazines
5. Glove pouch
6. OC Spray
7. OC spray pouch
8. ASP holder*
9. Firearm
10. Firearm holster (threat level 3)
11. Off duty holster (threat level 1)*
12. Handcuffs
13. Handcuff pouch
14. Side handle baton*
15. Side handle baton holder*
16. Flashlight
17. Flashlight holder
18. Radio
19. Radio holder
20. All brass including Badge, name plate serving since pin, traffic wings, BPD pin, call number pin, and specialty pins FTO, THI, Accreditation, etc. Sewn on insignias will be provided on a replacement basis to be determined by the City.
21. Citation holder*
22. Ammunition
23. One (1) pair of boots* (not more often than one (1) pair every eighteen (18) months)
24. Bullet-proof vest
25. ASP Baton* to be issued as a new or replacement item
26. Accumold may be issued as a new or replacement item as determined by the City

*Upon Request

B. **Employee Responsibility:** The employee is responsible to reimburse the City for uniforms lost or damaged through the employee's negligence.

C. **Plainclothes Duty:** Officers assigned to regular plain clothes duty shall receive a plain clothes allowance of Eight Hundred and Fifty (\$850) per fiscal year paid in two (2)

equal installments. Upon assignment officers shall receive a full pro rata payment equivalent to the length of time remaining in the installment period in which they were assigned.

D. **Protective Clothing:** The City shall have the right to require that certain officers wear bullet proof vests. Where the City requires officers to wear such vests, the City will furnish them. Upon request and submittal of proof of purchase, the City will reimburse an officer for the cost of up to two (2) “cool” shirts.

15.14 **Insurance:** The City shall provide the same health and medical insurance under the same terms and conditions and City/employee contribution rates for bargaining unit employees that it provides for the City’s non-bargaining unit employees. The City also agrees to advise the Union of any proposed changes in the health insurance program.

15.15 **On-Call Pay:** The parties recognize that in certain assignments the availability of on-call personnel is essential to the proper performance of police work. Accordingly, the City shall have the right to establish on-call procedures, which procedures shall be restricted only to the extent set forth in this Article.

A. **Covered Employees:** The on-call status and pay established under this Article shall apply only to officers whose job assignment is that of a detective or other officers who are placed on permanent schedule and posted rotating on-call status. Nothing contained in this Article shall apply to any other on-call duty which may result as a consequence of special circumstances.

B. **Assignment:** Officers shall be assigned to on-call duty by the posting of a list in the Department setting forth the officer’s name and period for which he is assigned the duty. On-call duty shall be rotated among all officers in the same job assignment.

Officers shall have the right to trade duty periods, provided they first obtain the permission of the Department.

C. **Contact Information and Availability:** During the period of assignment of the duty, an officer shall at all times be on either telephone on-call status or present on active duty as defined herein:

1. An officer shall be on telephone on-call status during any period during his assigned duty week in which no officer of the same job assignment is present and on active duty. While on telephone on-call status, the officer shall at all times advise the dispatcher of the telephone number where he can be located in the event of call. Failure of the officer to respond within thirty (30) minutes to a call placed to that number may result in disciplinary action.
2. During any period of on-call duty time in which an officer of the same job assignment is present on active duty, the officer assigned to on-call duty shall be on on-call status. While on on-call status, the officer shall remain within the range of the phone supplied by the Department for potential calls unless granted permission by the Department to leave the area, which permission shall not be unreasonably denied.
3. It shall be the responsibility of the officer who is assigned to on-call duty to ascertain whether or not an officer of the same job assignment is actually present on active duty, regardless of whether such officer is scheduled to be on duty. Failure of the officer assigned to on-call duty to verify this fact shall not be a defense to disciplinary action instituted as a result of a violation of paragraph (1) of this Section.
4. Present on active duty shall mean physically present on duty and performing in the job assignment in question.

D. **On-Call Pay:** On-call status pay shall be as follows:

1. During the week of on-call duty assignments, officers shall receive not less than fourteen (14) hours pay at their regular rate of pay. Officers on On-Call status shall receive a minimum of three (3) hours pay at time and one half (1/2) for each call out occurring after regular duty hours, provided, however that if an officer is called out again within three (3) hours of the time they were initially called out, they shall receive no additional minimum pay guarantee. If an Officer is recalled after the expiration of a three-hour minimum period, then the three-hour minimum shall again apply as set forth in the preceding sentence.
2. If an officer who is on-call duty is sick and unable to respond to on-call, then another officer of the same job assignment may be assigned on-call duty and, in such event, the officer replaced shall suffer a loss of on-call

pay worked by the other officer. The officer assigned to cover that period shall receive the additional pay for such coverage.

3. If an officer is relieved of on-call duty for the balance of a week, he shall receive no pay for the time of his on-call assignment after being relieved and the officer assigned to have the duty for the balance of the week shall receive the pay.
4. The recall pay as set forth in Section 15.11 of this Agreement shall not be applicable to personnel assigned to on-call duty.

E. **Overtime:** Only time actually worked while on-call will be counted as hours worked in counting eligibility for overtime.

15.16 **Pension Plan Contribution:**

A. Subject to 15.16(D) below, the City shall continue to participate in the Florida Statutes Chapter 185 Defined Benefit Pension Plan.

B. During the life of this Agreement, the employee contribution for unit employees shall be four (4) percent of total compensation, as that term is defined in the pension plan.

C. The City contribution shall be a sum equal to the amount required by Florida Statute 185.07(1)(d).

D. The City shall have the right to reopen this Article at any time with not less than thirty (30) calendar days written notice to the Union. Any dispute shall be resolved under the statutory impasse resolution procedure in Florida Statutes chapter 447 and not under Article 4 of this Agreement.

**ARTICLE 16 -
FIREARMS AND FIRST AID**

16.1 **Firearms:** Each officer shall be required to qualify with departmental and/or in-service weapons not less than annually in accordance with the procedures set forth in Department Rules and Regulations. Each officer will be provided with an allowance of up to 50 rounds per month for the purpose of practice with their assigned weapon. This amount shall not be cumulative.

16.2 **CPR Certification:** Each officer shall maintain a current CPR certification. The City will provide first aid equipment in all vehicles.

16.3 **Other Weapons:** The Department shall have the right to substitute other required training, including qualification on other department weapons for the required handgun qualification set forth in Section 16.1.

16.4 **High Liability Mandatory Training:** The Officers High Liability Mandatory training shall be conducted during on- duty time, if mandated by the department and at the Chief or his designee's discretion.

**ARTICLE 17 -
AMENDMENTS**

This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto and ratified as required by PERA.

**ARTICLE 18 -
SEVERABILITY AND WAIVER**

18.1 **Illegal Clauses:** Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and the enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

18.2 **Waiver:** The exercise or non exercise by the City or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in the future.

**ARTICLE 19 -
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

**ARTICLE 20 -
DURATION, MODIFICATION AND TERMINATION**

20.1 This Agreement shall remain effective from October 1, 2018 through September 30, 2021. On or before July 1., 2021, either party hereto shall notify the other, in writing of its intention to modify, amend or terminate this Agreement.

A. **Term of the Agreement:** Failure to notify the other party of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

B. **Future Wage Increases:** Absent a new collective bargaining agreement or imposition pursuant to the impasse resolution procedure of Florida Statute Chapter 447, there shall be no wage increases, including movement within the Step Plan after the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals
this _____, day of _____, 20____.

WEST CENTRAL FLORIDA PBA

CITY OF BARTOW, FLORIDA

Jim Diamond, III
Director of Operations

George A. Long
City Manager

APPENDIX "A"

Bartow Police Department

10/01/2018

<u>Police Officers</u>	Probationary	35,991.92	17.304
	1	37,791.52	18.169
	2	38,736.38	18.623
	3	39,704.87	19.089
	4	40,697.56	19.566
	5	41,715.08	20.055
	6	42,758.04	20.577
	7	43,827.07	21.071
	8	44,922.84	21.598
	9	46,045.99	22.137
	10	47,197.23	22.691
	11	48,377.25	23.258
	12	49,586.78	23.840
	13	50,826.54	24.436
	14	52,097.31	25.047
	15	53,399.84	25.673
<u>Sergeants</u>	1	56,603.04	27.213
	2	58,017.44	27.893
	3	59,467.20	28.590
	4	60,954.40	29.305
	5	62,479.04	30.038