

**AGREEMENT**

**between**

**CITY OF DADE CITY**

**and**

**WEST CENTRAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION, INC.**

**OCTOBER 1, 2008 THRU SEPTEMBER 30, 2011**

## **ARTICLE 1**

### **PREAMBLE**

#### **SECTION I**

This agreement is entered into by the City of Dade City, Florida, hereinafter referred to as the "City" and the West Central Florida Police Benevolent Association, hereinafter referred to as the "PBA". The purpose of this written Agreement is to promote harmonious relations between the City and the PBA; to establish an orderly procedure to settle differences that might arise; and to set forth the agreement between the parties concerning rates of pay, hours of work, and other conditions of employment.

#### **SECTION II**

When this Agreement does not speak to a subject, the City's Personnel Rules and Regulations shall apply. In the event the Agreement or the Personnel Rules and Regulations do not apply, then the written Police Department Policies and Procedures shall apply.

**ARTICLE 2**  
**RECOGNITION**  
**POLICE OFFICERS AND DETECTIVES**

SECTION I

For the purpose set forth in Chapter 447, Part II, Florida Statutes, the City recognizes the PBA as the sole and exclusive collective bargaining agent as certified October of 2002 by the Florida Public Employees Relations Commission (PERC) of full time Sworn Law Enforcement Police Officers and Detectives within the bargaining unit.

## **ARTICLE 3 MANAGEMENT'S RIGHTS**

### **SECTION I**

Except as expressly limited by any provision of this Agreement or by Law, 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 right to alter or vary past " practices; the right to alter existing working conditions, and otherwise to take such measures as the City may determine to be necessary to the orderly and effective operation of its various operations, functions, and services. Such rights may be exercised without prior notice to or consultation with the PBA except as otherwise expressly limited in this Agreement.

### **SECTION II**

Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, except as otherwise expressly limited in this Agreement or by Law:

- A. To determine the purpose, function, and missions of the Police Department and its constituent units.
- B. To manage the Department and control its organization and operations.
- C. To perform any duties and exercise any responsibilities which are assigned to the City by Federal and State Law, City Ordinance or by City Regulation.
- D. To determine and adopt such policies, programs, standards, rules, regulations, and general orders as are deemed by the City to be necessary for the operation and/or improvement of the Department, and to select, manage and direct personnel.
- E. To set the methods, means of operations and standards of public safety and service to be offered by the Department, including the extent of its operations and services, and to contract operations or services or portions thereof to the extent deemed practical and feasible by the City to other governmental entities or departments of the City.
- F. To decide the number, location, design type, model, maintenance assignment, and utilization of the Department's facilities, supplies, vehicles, personal or departmental equipment, and weapons. To relocate, remodel or otherwise revise or modify operations, services, facilities, supplies, equipment, and vehicles as may be deemed necessary for the efficient operation of the Police Department.

- G. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, evaluate, layoff, assign, schedule, retain, terminate, transfer, promote, direct, and manage all employees of the Department.
- H. To select supervisory and managerial personnel on the basis of management's determination of individual ability based on competitive examination, performance evaluation, seniority, special skills, classification, or other job related elements.
- I. To discharge, demote, or suspend any employee of the Police Department, and to take other disciplinary action against such employee, or to relieve such employee from duty.
- J. To increase, reduce, change, modify or alter size, workload, job content, composition of the work force and establish, change or modify employee duties, tasks, responsibilities or requirements, and grant performance increases.
- K. To establish, change or modify the number, types and grades of positions assigned within the Department.
- L. To make, rescind, issue, publish, modify and enforce policies, procedures, rules, regulations and general orders.
- M. To determine the physical, mental and psychological fitness of employees through the use of medical, psychological or other scientific examinations.

### SECTION III

If the City determines that civil emergency conditions exist; i.e. riots, civil disorder, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City may suspend the provisions of this Agreement. The wage rates, insurance, discipline and discharge grievance arbitration, and pension benefit provisions will not be suspended. Once the emergency has ended, suspended conditions will be in effect.

### SECTION IV

It is extremely understood by, and between the parties of this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights in a particular matter or manner.

### SECTION V

It is expressly understood that the exercise of these rights shall not prevent a non probationary employee from filing a grievance if such action by the City violates a term of this Collective Bargaining Agreement.

## SECTION VI

The parties are cognizant that the provisions of Florida Statutes Chapter 447, Part II as they apply to Law Enforcement Officers and agree that those provisions, as now stated or as amended during the term of this Agreement, will be observed in the circumstances to which they are applicable.

## **ARTICLE 4 PROHIBITION OF STRIKES**

### **SECTION I**

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

- A. Strike.
- B. Concerted failure to report for duty.
- C. Concerted stoppage of work.
- D. Concerted submission of resignations.

### **SECTION II**

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

- A. Deliberate and concerted course of conduct which adversely affects the services of the City.
- B. Concerted failure to report for work after the expiration of the Collective Bargaining Agreement.
- C. Disorderly conduct or other illegal picketing or hand billing of any City facility, office or premises, as provided in Chapter 447, Florida Statutes or any other Law.
- D. Any picketing or hand billing of any City facility, office or premise.

The PBA agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excise, 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 PBA and/or employees represented by the PBA or agents or representatives of the PBA or its affiliates.

### **SECTION III**

Nothing in this Article would prohibit members of the bargaining unit to conduct informational picketing when an impasse is declared during negotiations.

**ARTICLE 5**  
**NON-DISCRIMINATION**

**SECTION I**

The City and the PBA specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, martial status, sexual preference, membership or nonmembership in labor organization, age or disability, as provided by law; except that the PBA shall not be required to process grievances or provide services for employees who are not members of the organization.



**ARTICLE 6**  
**LABOR MANAGEMENT COMMITTEE**

**SECTION I**

The City shall establish and maintain a Labor Management Committee to provide a forum to address daily problems in a systematic, constructive fashion and to resolve matters outside of the collective bargaining process.

**SECTION II**

Meetings of this committee shall be held quarterly or as needed at the request of either party upon ten (10) days notice. The party requesting such meeting shall forward to the designated representative of the other party an agenda specifying the questions/issues to be presented for discussion. The Chief of Police or designee shall determine the time, place and duration of discussion.

**SECTION III**

No more than three (3) City employees shall represent each party unless all parties mutually agree to change.

## **ARTICLE 7 DUES DEDUCTIONS**

### **SECTION I**

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA membership dues and standard bargaining unit-wide assessments. No authorization shall be allowed for payment of PBA initiation fees, special assessments, fines or penalties.

### **SECTION II**

The PBA will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA membership dues will be similarly certified to the City and shall be done at least sixty (60) days in advance of the effective date of such change.

### **SECTION III**

The City will strive for accuracy in providing dues deduction service, but in the final analysis both the City and the PBA agree that the claim for and the payment of dues is a matter to be settled between the PBA and its members. Any liability for dues deducted by the City and paid over to the PBA will be borne by the PBA and by the City. Therefore, the PBA will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the City as a result of payroll deduction of PBA dues.

### **SECTION IV**

Payroll deduction authorizations are revocable pursuant to Chapter 447.507, Florida Statutes, or at the employee's request upon thirty (30) days written notice to the City and the PBA.

### **SECTION V**

The employee's wages must be sufficient after other legal and required deductions are made to cover amount of appropriate PBA dues, otherwise no deduction shall be made.

## SECTION VI

An authorized officer of the PBA will furnish the City and the employee with forms for such individual authorizations and revocations.

## SECTION VII

The City shall deduct \$5.00 for an administrative fee for collecting and mailing monthly dues for members of the bargaining unit.

**ARTICLE 8**  
**BULLETIN BOARDS**

**SECTION I**

The PBA shall be entitled to one (1) bulletin board, at its own expense, located in the officer's squad room. The board is not to exceed two (2) feet by two (2) feet, and is exclusively for PBA business.

**SECTION II**

Copies of all materials that are posted shall be submitted to the Chief or designee prior to posting. A duly recognized officer of the PBA shall all such notices.

**SECTION III**

The bulletin board shall be used for posting PBA notices as follows:

- A. Notice of PBA elections and results of such elections
- B. Notice of PBA appointments and other official PBA business
- C. Notices of PBA meetings

**SECTION IV**

Under no circumstances shall the PBA post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organizations, or which constitutes election campaign material for or against any person, organization, or fraction thereof. The bulletin board will be kept in a clean and orderly appearance and any material not considered to be of a permanent nature will be purged every thirty (30) days.

**SECTION V**

Any notices found on the PBA bulletin board that are in violation of any sections of this Article, shall be promptly removed by the Chief of Police or designee.

**ARTICLE 9**  
**PBA BUSINESS**

**SECTION I**

The PBA representative or unit employee shall not leave his/her post/workstation to investigate, present, handle or settle grievances, or act in administration of the collective bargaining agreement without permission of the Chief of Police or designee. An employee shall not conduct the aforementioned during his/her assigned work hours without the permission of the Chief of Police or designee. Such permission will not be unreasonably denied, based on the department's needs when the request is made. The PBA representative shall be granted PBA leave bank, vacation leave, comp time or leave without pay during the representative's regularly scheduled shift.

**SECTION II**

The PBA representative will give the Chief of Police or designee, at least twenty-four (24) hours of advance notice of requested leave for matters relating to grievance administration of the collective bargaining agreement, except in an emergency. During collective bargaining, the City will make a reasonable attempt to schedule meetings so that employee bargaining representatives may bargain with the City during their off duty time.

**SECTION III**

The Chief of Police or designee must approve, in advance, access to the City of Dade City Police Department for PBA representatives who are not City employees.

The Chief of Police or designee should be available at reasonable times to meet with PBA representatives on matters of mutual concern. Reasonable accommodations will be made for any affected officer's work schedule.

**ARTICLE 10**  
**WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION**  
**LEAVE BANK**

**SECTION I**

All bargaining unit dues paying members may contribute a minimum of four (4) earned vacation leave hours to the West Central Florida Police Benevolent Association leave bank effective October 1 of each year.

**SECTION II**

The PBA will establish a leave account for the purpose of enabling PBA members to attend education and PBA conferences, seminars, union negotiations, and meetings without loss of pay or benefits provided there is an adequate balance in the PBA leave account. All requests must be submitted in writing and approved by the Chief of Police or designee.

**SECTION III**

An employee shall not be allowed to withdraw leave from the bank in excess of the time available in the leave bank at the time of withdrawal. The City shall not be liable for any PBA leave used in excess of the balance in the bank.

## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURES**

### **SECTION I**

In a mutual effort to provide harmonious working relations between the parties of this Agreement, the parties agree that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

With prior approval of the Chief of Police or designee, a PBA representative will be allowed PBA leave bank, vacation leave or leave without pay for investigating, presenting and appealing grievances. The performance of this function by a PBA representative shall in no way interrupt or interfere with the normal functioning of the Department.

The PBA shall designate three (3) representatives. An employee will not be recognized as a PBA representative until the PBA has notified the City in writing of his/her identify. It is the responsibility of the PBA to keep the City informed by written notice as to any changes made regarding such individuals.

For the purpose of the Article, a working day is defined as Monday through Friday excluding holidays.

### **SECTION II**

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement during the term of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration. This paragraph shall be construed to exclude all other matters not meeting the definition of a grievance set forth herein.

### **SECTION III**

Every effort will be made by the employees, PBA and the City to resolve a grievance informally and promptly at the first step with his/her immediate supervisor. An employee may be assisted or represented by a PBA representative or designee (e.g. Lawyer) at his/her discretion at each step of the grievance procedure.

### **SECTION IV**

The PBA may submit a grievance under this Article as a general or class action grievance. Any class action grievance shall be initially submitted to the Chief of Police or designee at (Step II).

## **Step 1**

The aggrieved employee may, with or without PBA representation, submit a written grievance to his/her immediate supervisor within five (5) working days of occurrence of the matter giving rise to the grievance. In the event the aggrieved employee is unable to submit a written grievance within said five (5) working days, the aggrieved or his/her representative may request an extension in writing within said five (5) working days to be hand delivered or faxed to the aggrieved employee's immediate supervisor. The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance, including date of occurrence, details, and facts upon which the grievance is based.
2. The specific Article and Section of the Agreement alleged to have been violated.
3. The action, remedy, or solution requested by the employee.
4. The signature of the aggrieved employee and, if applicable, the PBA representative.
5. The reason for the rejection of management's answer (if appealed).
6. The date submitted.

The immediate supervisor will hold a meeting within five (5) working days after receiving the grievance, and within five (5) working days after the meeting is held, the supervisor will give an answer in writing to the grievant.

## **Step 2**

If the grievance is not resolved at Step I, the grievant may submit a written appeal to the Chief of Police or designee within five (5) working days after receiving a written response from the supervisor. The Chief of Police or designee shall review the facts concerning the alleged grievance and shall, within five (5) working days following receipt of the written grievance meet with the aggrieved employee. A PBA representative may accompany the aggrieved employee at his option at this meeting. The Chief or his designee shall notify the employee of his decision in writing not later than five (5) working days following the meeting date.

## **Step 3**

If the grievant is not satisfied with the response of the Chief of Police or designee, the grievance appeal may be submitted in writing to the City Manager within five (5) working days after receipt of the response from the Chief of Police or designee. The City Manager shall review the facts concerning the alleged grievance and shall within five (5) working days following



receipt of the written grievance meet with the aggrieved employee. A PBA representative may accompany the aggrieved employee at his option at this meeting. The City Manager shall notify the employee of his decision in writing no later than five (5) working days following the meeting date.

### **Time Limit**

A grievance is conclusively waived and abandoned under this Agreement unless it is brought to the City's attention within five (5) working days of the date which the grievant knew or should have known of the act or failure to act which has given rise to the grievance.

The time limits of this grievance/arbitration procedure may be extended by mutual agreement due to extenuating circumstances. In the event an extension is required, each party shall give the other party twenty-four (24) hours notice that an extension is being sought. The parties acknowledge that these issues should be handled expeditiously.

### **SECTION V**

If the grievance is not resolved in Step III, the aggrieved employee may within five (5) working days, submit a request for arbitration to the City Manager.

- A. Only grievances that satisfy each of the following conditions are subject to arbitration hereunder.
  - 1. The written grievance and demand for arbitration clearly identified the section or provisions allegedly violated.
  - 2. A demand for arbitration has been made in writing within five (5) working days as from and after receiving the City Manager's or designee's answer.
  - 3. The grievance was processed with time limits set forth in Section IV.
  
- B. Upon transmittal of the request for arbitration the grievant will request from the Federal Mediation and Conciliation Services (FMCS) a list of seven (7) names of qualified arbitrators. Within ten (10) working days after receipt of the list, representatives of the parties will confer. The party filing the grievance will strike first. Each party may reject one arbitrator as a matter of right. In the event that the parties mutually agree, before any striking of names occurs that the list of arbitrators is unsatisfactory, a new panel may be requested.
  
- C. The hearing will be conducted in accordance with FMCS Rules and the Federal rules of Evidence.

- D. The arbitrator's powers are strictly limited. The arbitrator shall not have the power to add to, subtract from, modify or alter terms of the Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall deal only with the grievance before him/her. The arbitrator shall be bound by any stipulation or joint submission of the parties.
- E. The arbitrator shall be required to render his/her decision as soon as possible, but in any event, no later than thirty (30) calendar days from the hearing. The decision of the arbitrator shall be final and binding on both parties.
- G. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- H. The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party requesting producing such participants and witnesses.
- I. The party employing an attorney shall pay all expenses in connection with attorney fees.
- J. Arbitration shall not be permitted for the determination of the lawfulness of any State or Local Law or Ordinance, including the City Charter, nor shall arbitration be permitted for the determination of the lawfulness of the City's Personnel Rules and Regulations and General Orders of the Police Department except as it relates to the terms and conditions of this Agreement.
- K. No evidence or defense may be presented at arbitration that has not previously been documented during the processing of the grievance through Step 3.

**ARTICLE 12**  
**LAYOFF AND RECALL**

**SECTION I**

Definition - Layoff is a reduction in the number of employees due to lack of work, lack of funds, or for any reason other than acts or delinquencies of the employee. The City will layoff employees as hereinafter provided.

1. Order of Layoff
  - A. No regular non-probationary employee is to be laid off while a probationary or temporary employee is serving in the same classification.
  - B. Once the City determines that a layoff is necessary, the City will layoff employees in reverse order of their seniority within the Police Department. Should two or more employees have the same seniority, the order of layoff shall be based on performance as determined by the City.
  - C. The City may retain junior officers who are assigned to special duties or are on special assignment. When such special duties or assignments are completed, the most senior officer on the layoff list shall be notified of his/her right to displace such junior officer.
2. Notice of Layoff
  - A. Employees being laid off shall be given fourteen (14) calendar days written notice in advance or in lieu thereof, one (1) weeks pay or a combination of days notice or pay to be paid at the employee's current hourly base rate of pay. For example, if only seven (7) days notice is provided, the City shall pay the employee two and a half (2 ½) days of pay (one days pay equals two working days notice). The PBA shall be furnished a copy of such notice.
3. Order of Recall
  - A. Employees shall be recalled from the layoff in reverse order of seniority provided that they are qualified to perform the work to which they are recalled. No new employee shall be hired for a position that an employee who was laid off, and otherwise eligible under this Article, would be qualified to perform.

4. Employment Status

- A. After twelve (12) months have passed since an employee was laid off, that employee will be removed from the preferential re-employment list. Additionally, when an employee who was placed on the re-employment list after a layoff, either rejects an offer of re-employment or otherwise removed due to death or disability, that employee shall no longer be considered eligible for re-employment with the Police Department.

5. Benefit Status

- A. During the period during which an employee remains on a preferential re-employment list, the employee shall not receive paid time off or termination payments (i.e. annual leave, sick leave, pension or longevity). All benefits shall cease during the layoff period. Health and life insurance for which the laid off employee would have otherwise been eligible may be continued at the employee's expense for the period of time the employee remains on the re-employment list or in accordance with the law, whichever is longer.

6. Recall Procedures

- A. The City shall notify employees to be recalled by certified mail sent through the United States Post Office. All employees on layoff shall have the obligation of providing the City with their correct mailing address where such notice shall be mailed. A recalled employee shall immediately inform the City of his/her intent to accept or reject the recall offer. If the recalled employee does not respond to the recall offer within seven (7) calendar days after the City receives delivery confirmation from the U.S. Post Office that the recall notice was received; or the employee notified the City of acceptance of recall but fails to report as the specified time; or the employee accepts or rejects any employment with the City; or the employee has been on layoff for a period of one (1) year, the employee's name shall be removed from the re-employment list.

7. Calculation of Benefits

- A. For the purposes of benefits, an individual recalled from a preferential employment list shall not suffer a break in service. However, the time spent on layoff greater than thirty (30) days shall not be credited in the calculation of benefits.

8. Layoff Not Disciplinary Action

- A. Under no circumstances is a layoff considered a disciplinary action in the event of any grievance based on provisions under this Article, such grievance must be based solely upon whether the layoff was conducted in accordance with the provisions of this Article.

**ARTICLE 13**  
**SENIORITY**

**SECTION I**

Definition - Seniority is hereby defined as continuous length of service with the City of Dade City and/or the Dade City Police Department as follows:

- A. Total City seniority is the total length of continuous service as a full-time employee within the employment of the City of Dade City.
- B. Departmental seniority is the total length of continuous service as a full-time employee with the Dade City Police Department.
- C. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on a leave of absence or layoff shall not be credited in the calculation of seniority dates.

**SECTION II**

Vacation Selection - Employees shall be entitled to select vacations by departmental seniority within the unit to which they are assigned. In order to exercise seniority an employee must select his/her vacation schedule on or before March 1, of the year in which the vacation(s) is to be taken. For the purposes of this Section, the term "unit" shall mean the squad or bureau to which the officer/detective is assigned. Notwithstanding anything in this Agreement, the department shall have the right to reschedule vacations where the business of the department will be interfered with. Any decision to cancel a scheduled vacation of one week or more may be appealed to the appropriate shift commander without going through the normal chain of command.

## **ARTICLE 14 FORMAL INVESTIGATIONS**

### **SECTION I**

The parties recognize that the security of the City, and its citizens, depends to a great extent upon the manner in which the employee covered by this Agreement perform their various duties. Additionally, the parties recognize that the performance of such duties involves these employees in all manners of contacts and relationships with the public. Out of such contacts, and/or relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints will be conducted by, or under the direction of departmental management officials. The primary concern of the officials must be the security of the City, the preservation of the public interest, and fair and objective investigation of all allegations made against law enforcement officers. All criminal investigations must be sworn to in writing.

### **SECTION II**

In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen's complaints and matters of internal security. The parties understand that any investigation and investigative interrogation of any employee covered by this Agreement, relative to citizen's complaint and/or matter of internal security, will be conducted in compliance with Chapter 112.532 and 112.533, Florida Statutes. Complaints will include all written statements, video, and audio recordings.

### **SECTION III**

Should an employee be charged with conduct unbecoming an officer, the charge will be specific in its allegations, and will describe the conduct that is the basis of the charge.

In cases where it is decided to relieve an employee from duty, pending an investigation or other administrative action, the employee will remain on full salary and will suffer no loss of benefits during this period of time, unless the employee is arrested for a first degree misdemeanor or felony.

### **SECTION IV**

When an investigation of an employee by the department is completed, the Chief of Police or designee will determine disposition of the investigation according to the following.

#### **A. SUSTAINED**

The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.

#### **B. NOT SUSTAINED**

The investigation failed to disclose sufficient evidence to clearly prove the allegation made in the complaint or to disprove conclusively such allegation.

### C. UNFOUNDED

1. NOT INVOLVED

The investigation disclosed that the named employee was not involved in the alleged incident.

2. UNWARRANTED

The allegation was made in good faith, without malicious intent. However, the investigation disclosed that the allegation lacks basis in fact.

FALSE

The allegation is false. The alleged incident never took place.

### D. EXONERATED

The acts that provided the basis for the complaint or allegations did occur. However, the investigation revealed that they were justified, lawful and proper.

## SECTION V

Upon final determination of the disposition of an investigation, the Chief of Police or designee will so inform the employee.

## SECTION VI

At the discretion of the Chief of police or designee, false and malicious accusations by third party complaints, whether criminal or administrative in nature, will be forwarded to the State Attorney's Office for determination and prosecution. The term "third party complaint" as used in this Article applies to a person who is not an employee of the Police Department.



## **ARTICLE 15 DISCIPLINE**

### **SECTION I**

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 timely progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

No employee shall be disciplined except for just cause. Timely, progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense.

1. Progress of Disciplinary Action
  - A. Letter of Counseling to remain in the employee's personnel file up to, but not more than (1) year if after one (1) year, the problem has been corrected.
  - B. Written Reprimand to remain in the employee's personnel file up to, but not more than years (3) years if after three (3) years the problem has been corrected.
  - C. Suspension: At the discretion of the Police Chief, the employee may work all or a portion of the suspension period with forfeiture of the equivalent time through accumulated annual leave in lieu of suspension. At the discretion of the Police Chief, employees not permitted the forfeiture of annual leave may have the suspension held in abeyance until the grievance process is concluded.
  - D. Demotion
  - E. Dismissal

### **SECTION II**

1. Notification of Disciplinary Action
  - A. In the event that the City plans to establish other progressive or positive discipline, the PBA shall be notified and provided an opportunity to discuss the matter.
  - B. 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.
  - C. No Officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied

promotion, transfer or reassignment or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment by reason of his/her exercising rights granted in this Agreement.

- D. 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.
- E. Employees or their PBA representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. This review 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 the 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.

**ARTICLE 16**  
**HOURS OF WORK AND OVERTIME**

**SECTION I**

Work Week - The work cycle and schedule for employees shall be defined as eighty (80) hours during a fourteen (14) day cycle to coincide with the City's established cycle. The work cycle and schedule for employees assigned to the modified twelve (12) hour work schedule shall be defined as eighty (80) hours in a fourteen (14) day work cycle, which will include one eight (8) hour day to be scheduled by the supervisor. The payroll period for employees assigned to the modified work schedule shall be two (2) weeks in a payroll draw. The biweekly draw for employees assigned to the modified work schedule shall be based on the average which is eighty, (80) hours biweekly.

Definition of Hours Worked

- A. Employees shall be compensated for all hours worked. The term hours worked shall include all time actually worked on active duty, on and off duty court time, and recall pay. Travel time to and from work or to and from court on off duty hours shall not be considered hours worked. Travel time to and from designated areas of work or court outside of Pasco County shall be considered hours worked.
  
- B. In the event that an employee is called back to duty or must work beyond his/her normal tour of duty for more than six (6) hours, and the employee's next scheduled tour of duty is less than eight (8) hours from the time the employee is released from call-back or extended tour, the employee may:
  - 1. Continue working for a period of time equal to his/her next scheduled normal tour of duty, and be credited with working that next scheduled tour of duty.
  - 2. Have his/her duty hours rescheduled to permit up to eight (8) hours of rest between the extended/call-back tour of duty and when he/she reports during the next scheduled tour of duty.
  - 3. Use annual leave to permit up to eight (8) hours of rest between the extended/call-back tour of duty and when he/she reports during the next scheduled tour of duty.
  - 4. Report for the next tour of duty as scheduled.

2. Overtime

- A. Employees shall receive payment at the rate of time and one-half (1 ½) for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day cycle.
- B. Hours actually worked in excess of eighty (80) in a fourteen (14) day cycle shall be paid at 150%. Overtime for employees assigned to the modified work schedule shall be calculated at the rate of time and one-half (1 ½ ) for all hours actually worked in excess of the assigned eighty (80) hours.

**ARTICLE 17**  
**EXTRA-DUTY ASSIGNMENT**

SECTION I

- A. "Extra-Duty Services" is defined as: Sworn officer working in police or security related capacity for private user.
- B. "Private User" is defined as: Any club, organization, company, association, or other group or individual who has requested the services of off-duty police officers to work approved functions on an overtime basis.

SECTION II

- A. All extra-duty service opportunities will be posted on designated department bulletin boards. Assignments to extra-duty work will be made pursuant to applicable department and City rules and procedures.
- B. No private arrangements between an employee and private user or in-kind services in lieu of payment will be permitted.
- C. All assignments must receive approval from the Chief of Police or designee.

SECTION III

- A. While performing extra-duty services, the employee will be under the direct control and supervision of the Police Department. Employees may only perform services that are considered normal police functions.
- B. The employee on extra-duty assignment must be in Police uniform and will make an official police record of all incidents that require his/her attention.
- C. Employees providing approved non-departmental extra duty under this section will be considered "on-duty" if they are required to take law enforcement action involving the use of force and/or arrest in the course of the approved non-departmental extra duty assignment. The employee assigned extra duty shall ensure that the Patrol Supervisor on duty is made aware of the particulars concerning his extra duty assignment and will refer to him any matter not otherwise covered by instructions. The on-duty Patrol Supervisor is responsible for the employee's adherence to the established policies.
  - 1. The employee will be placed in an "on-duty" status by the supervisor on duty as of the time the action commences.

2. The City will pay the employee from the moment law enforcement action involving the use of force or arrest begins. Any reimbursement to be collected by the employee from the non-departmental source after that time will be turned over to the City.

#### SECTION IV

All extra duty assignments will be paid at the minimum rate of \$28.00 per hour with a minimum of three (3) hours pay.

## **ARTICLE 18 COURT/CALL BACK**

### **SECTION I**

**Court Time:** An appearance during an employee's off duty time in court required by a subpoena or by the department as a result of a matter arising out of the course of employment. The employee shall receive a minimum of two (2) hours pay for court attendance.

### **SECTION II**

**Compensation of Court Time:** Compensation will be at overtime rate (1 ½ times the regular rate of pay per hour) if the employee's hours during the fourteen (14) day cycle exceed eighty (80) hours.

### **SECTION III**

**Call Back:** When an employee has completed his/her assigned tour of duty and is required to return to work.

### **SECTION IV**

**Compensation for Call Back:** There will be a two (2) hour minimum compensation for call back unless contiguous to the employee's assigned shift, or should have been completed during the employee's assigned shift.

### **SECTION V**

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

- A. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.
- B. If treated as separate appearances, the employee will be guaranteed a two (2) hour minimum credit for additional appearances providing there is a two (2) hour lapse between the subpoena release and a subsequent subpoenaed appearance.

**ARTICLE 19**  
**DUTIES AND RESPONSIBILITIES**

**SECTION I**

It is understood and agreed by both parties that the duties and responsibilities performed by members of the bargaining unit cannot always be covered by job descriptions. Therefore, members of the bargaining unit may be required to perform duties in addition to those listed within the current job descriptions which are in the judgment of the City, related to the purpose of the Police Department. Judgment will not be arbitrary, capricious, or unreasonable.



**ARTICLE 20**  
**PROMOTIONAL PROCESS**

**SECTION I**

Upon completion of twenty-four (24) months employment with the Dade City Police Department and a total of sixty (60) months of full-time certified sworn experience, Police Officers are eligible to compete in the promotional process for the position of Police Sergeant provided he/she has satisfied the minimum qualifications as outlined in the job description. The sixty (60) months years experience requirement may be in any combination of time served at the Dade City Police department and any other municipal or county department in the State of Florida so long as the most recent twenty-four (24) months of full-time service with the Dade City Police department. A promotion will be classified as any movement of an officer from one rank to that of a higher rank for any reason, except Officer in Charge (OIC) and Detective.

**SECTION II**

Assignment of Detective or any acting position is at the sole discretion of the Chief of Police or designee. An employee must satisfy the minimum qualifications as outlined in the job description to be considered.

**SECTION III**

An employee selected for promotion will be required to pass a drug test. Upon notification of promotion, the employee must report immediately to the Personnel Division of the City Manager's Office for drug test scheduling. If the employee fails to report to the City's designated testing facility as scheduled, the promotion will be rescinded and the employee will not be eligible for promotion for twelve (12) months. Positive test results will disqualify an employee from continuing in the promotional process. The effective date of the promotion will be the day after receiving negative test results.

**SECTION IV**

Promotion to the rank of Sergeant shall be in accordance with the following procedures:

- A. Upon announcement of a promotional opportunity, the department will generate and maintain an eligibility list for that position, which shall be valid for one year from the publication date. The position will be filled within thirty (30) days once the eligibility list has been established.
- B. Eligibility is based on satisfying the minimum qualifications of the job description.

## SECTION V

An employee seeking promotion may earn up to a maximum of 100 points using the following criteria:

- A. Written exam: Exam to be given by an outside monitor and to be graded by an independent grading company. The exam will be written by an outside source.
- B. Oral review board: Board will consist of members outside the agency.
- C. Chief's review
- D. The result of the written exam will be added to the results of the oral review board and divided by two (2).
- E. The Chief may give up to ten (10) points for experience, training and education.
  - 1. Award for experience: Up to one (1) point for two (2) to five (5) years; two (2) points for six (6) to ten (10) years; and five (5) points for ten (10) years or more.
  - 2. Award for training: Up to two (2) points for self-initiated State certified courses and one (1) point for departmental courses.
  - 3. Award for education: Up to three (3) points for a Masters Degree; two (2) points for a Bachelors Degree; and one (1) point for an Associate Degree.
  - 4. The Chief reserves the right to subject potential Police Sergeant candidates to other evaluation criteria in order to best appraise the candidates' ability to perform the necessary job functions related to the position. Such evaluation criteria will be developed by the department and will be designed to, at a minimum, measure the candidates' ability to perform essential job functions, and that they possess the minimum qualifications for the position.

## SECTION VI

Filling of vacant promotional positions:

- A. All promotions shall be made considering the top three (3) candidates for the first promotion. For every other promotion the following chart will be utilized.
  - 1. One position - Top three (3) candidates

2. Two positions - Top six (6) candidates

- B. The Chief of Police or designee shall promote candidates from the eligibility list. The Chief of Police or designee reserves the right to select from the top three (3) finalists if one promotion is made.
- C. The eligibility list shall be posted for observation on the PBA bulletin board.

**ARTICLE 21**  
**PROBATIONARY PERIODS**

**SECTION I**

A new employee must successfully complete a twelve (12) month probationary period. However, the City may extend the probationary period at its discretion.

**SECTION II**

A new employee who has not completed his/her probationary period does not have the right to appeal disciplinary action, and may be suspended or dismissed without just cause following a pre-disciplinary hearing.

**ARTICLE 22**  
**ANNUAL EVALUATIONS**

**SECTION I**

An employee in the bargaining unit shall be evaluated after serving a probationary period. Evaluations used shall be specific to the Police Department. Probationary employees shall be evaluated quarterly.

**SECTION II**

An employee whose overall performance rating is unsatisfactory will be reevaluated at the end of ninety (90) days. If the employee's performance does not improve to a satisfactory rating, action may be taken to demote or terminate the employee.

**ARTICLE 23**  
**SUBSTANCE ABUSE TESTING**

**SECTION I**

Employees shall refrain from using, possessing, dispensing, or the selling of any drug/chemical substance not prescribed for use by a licensed physician except where directed by the Chief of Police or designee, and the use of a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, the consumption of any alcohol while on duty is similarly prohibited.

**SECTION II**

Employees are subject to random urinalysis and/or blood testing. The City's contracted vendor will notify the Personnel Division of the City Manager's Office when to conduct the random test and how many are to be tested for controlled substance or alcohol.

**SECTION III**

The initial screening shall be through the EMIT test or one of equivalent validity. At the request of the employee, two (2) separate samples shall be simultaneously received. Where the urinalysis of an employee specimen is positive for drugs/chemical substances, the employee may have a second sample tested by a separate lab. In the event of a positive reading, the second test shall be the GC/MS test or one of equivalent validity. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures. Refusal to submit to testing shall be cause for dismissal.

**SECTION IV**

An employee who is required to take prescription medicine which possesses possible side effects that may impair the safe performance of the employee's duties, shall notify his/her immediate supervisor at the start of the work shift.

**SECTION V**

1. Test Results
  - A. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol in his/her system, the employee may be disciplined and/or discharged.
  - B. If the test results establish with reasonable scientific certainty that an employee is in violation of Section I of this Article with regard to illegal or controlled drugs/chemicals, the employee shall be dismissed.

## SECTION VI

Where reasonable suspicion arises, the employee will be directed to a certified drug or alcohol testing laboratory, clinic, or hospital to give the sample. Urinalysis testing will be used in case of suspected drug use.

## **ARTICLE 24 WORKERS COMPENSATION**

### **SECTION I**

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. 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. An injury shall be deemed to have been incurred in the line-of-duty according to state law.
- C. The injured employee shall receive regular full pay from the City for the first seven (7) calendar days off the job.
- D. For the next eighty-three (83) calendar days, or portion thereof, the employee remains off duty because of the job-incurred injury, the City shall pay to the employee the difference between their regular wages and the amount being paid per week by Worker's Compensation Insurance, such pay to total eighty percent (80% of the employee's regular pay. The employee has the option of supplementing the remaining twenty percent (20%) with use of accumulated vacation or sick leave time. After the City's supplement terminates, the employee may use accrued leave to supplement the amount being paid Worker's Compensation Insurance to bring their salary to a figure not to exceed one hundred percent (100%) of normal pay.
- E. If an employee is injured at any time while on duty, the employee shall notify his/her supervisor as soon as the injury is noticed and conform to the procedures.

### **SECTION II**

It is the intention of the parties that nothing in this Agreement shall interfere with normal procedures under the Worker's Compensation Insurance Carrier. Subject to such limitations:

- A. An employee who is injured in the line-of-duty shall be referred to and treated by the Worker's Compensation Insurance Carrier's designated physician(s).

### **SECTION III**

#### **I .Restricted Duty**

- A. The Police Department may employ persons in restricted duty capacity as long



as this practice is maintained for other department members. Restricted duty will be authorized until the employee has reached maximum medical improvement. An employee who unreasonably refuses restricted duty shall forfeit all rights to further worker's compensation benefits.

- B. An employee working in the capacity of restricted duty shall be paid at their regular rate of pay.

**ARTICLE 25  
INSURANCE**

**SECTION I**

The City shall provide Health and Life Insurance to all members of the bargaining unit at the same rate and coverage provided to other City employees unless specific/additional coverage for law enforcement officers is mandated by State Statute.

**ARTICLE 26  
VACATION LEAVE**

**SECTION I**

The purpose of vacation leave is to provide a paid period of rest and relaxation to improve morale and productivity.

**SECTION II**

1. Accrual Rate

A. Members shall be granted leave for the full month of employment on the following basis:

<b>Number of years of consecutive employment</b>	<b>Number of days per year</b>	<b>Hours earned monthly</b>
1 through 05	12	8.00
06 through 10	14	9.33
11 through 15	16	10.67
16 through 20	20	13.33
Over 20	22	14.67

**SECTION III**

1. Use of Annual Leave

- A. Vacation leave in excess of eight (8) hours must be submitted on a Leave Request Form and approved in advance by the Chief of Police or designee. Request in excess of twelve (12) hours must be submitted thirty (30) days prior to date requested.
- B. Annual leave may not be taken during the first six (6) months of employment unless specifically approved by the Chief of Police and the City Manager. Annual leave may not be taken in advance of granted time.
- C. Upon reasonable notice to members, the Chief of Police or designee may require a member to use annual leave, or cancel scheduled leave.
- D. Annual leave may only be used as sick leave upon request of the member to the Chief of Police or designee and approved by the City Manager and only when a member has exhausted their sick leave credits.

## SECTION IV

### 1. Accumulation of Annual Leave Credits

- A. Accumulated annual leave not used during the fiscal year in which it is eligible to be taken may be carried over or accumulated to the following year. However, a member cannot carry more than 320 hours of annual leave beyond the City's fiscal year ending September 30.
- B. Upon separation from employment, an employee who has completed his/her twelve (12) month probationary period will be paid a lump sum for unused annual leave at the current rate of pay not to exceed 320 hours.

## SECTION V

### 1. Payment Upon Death

- A. If an employee is killed in the line-of-duty, the City shall pay to the spouse, or if there is no surviving spouse, the deceased employee's beneficiary of record, any accrued annual leave which would be owed in the event of separation no later than seventy-two (72) hours after notification of the employee's death.

## SECTION VI

### 1. Scheduling Vacation Leave

- A. Members are to submit request for use of vacation leave in a timely manner so that such request can be reviewed and approved with minimal effect to the department. Vacation leave will be granted on a first come first serve basis. In the event that that scheduling conflicts exist due to multiple requests, approval of leave will be granted based upon seniority.

## SECTION VII

### 1. Miscellaneous Provisions

- A. Annual leave will not be granted to a member during a leave of absence without pay or when the member is other wise in a non-paid status. At the discretion of the Police Chief, the employee may work all or a portion of the suspension period with forfeiture of the equivalent time through accumulated annual leave in lieu of suspension.

## **ARTICLE 27 SICK LEAVE**

### **SECTION I**

The City provides sick leave to members. When a member is sick, notification shall be made to the on duty supervisor no later than one (1) hour before he/she is scheduled to report for duty and to his/her supervisor in cases of extended illness.

### **SECTION II**

#### **1. Accumulation Rate**

A. All regular full-time members shall be granted eight (8) hours of sick leave for each month of employment.

#### **B. Use of Sick Leave**

1. Sick leave is intended to be used for personal illness, injury or quarantine to exposure to contagious disease for the employee.
2. Sick leave is also to be used for medical or health treatment which cannot be arranged outside of working hours for the employee and immediate family.
3. Sick leave may be used for serious illness, as defined by FMLA, for the immediate family. Immediate family is defined as: the member's spouse and parents and children of both the member and the spouse.

### **SECTION III**

#### **1. Accumulation of Sick Leave**

A. A member may accumulate unlimited sick leave credits. A member terminating his/her employment with the City and having ten (10) years continuous full-time service will receive full cash payment for unused sick leave at their current regular hourly rate. Under no circumstances will a member be paid for more than 480 hours of unused sick leave.

1. All regular members who work less than a full month due to commencement of leave of absence without pay may accumulate sick leave credit for the time worked during the month in proportion to the normal time worked. No sick leave shall be awarded or credited if the employee works less than fifteen days employment in a month.
2. Sick leave shall be compensated at the member's straight time hourly rate for

time off work.

3. Any member who uses sick leave in an amount of time less than one half (1/2) hour shall be charged a minimum of one half (1/2) hour and thereafter sick leave used shall be in fifteen minute increments.
4. Sick leave shall continue to accrue during periods of authorized absence in which a member is in paid status.
5. Under extraordinary circumstances, recommended by the Chief of Police or designee and approved by the City Manager, members may donate up to twenty-four (24) hours of sick leave or vacation leave, or a combination thereof to another employee or up to forty-eight (48) hours of sick leave or vacation leave, or a combination thereof to another member of the bargaining unit to provide extended paid sick leave who has used all available paid leave. Members volunteering leave must execute appropriate forms to transfer leave to another member or employee needing extended paid sick leave. Members may donate to multiple members or employees, but a member may not donate more than once (24 hours) in a fiscal year to the same employee or (48 hours) in a fiscal year to the same member of the bargaining unit.

A. Abuse of and Extended Sick Leave

1. Sick leave is a privilege extended to members as opposed to an expected benefit provided by the City. In order to preclude sick leave abuse, the following may be required:
2. Any member who takes more than forty-eight (48) hours sick leave, or leave without pay for illness or injury during the previous twelve (12) month period (said time taken in four or more increments during this period) must submit a physician's statement in support of any absences during the succeeding twelve (12) month period.
3. For any sick leave use of more than two (2) consecutive workdays in duration, or any unusual patterns of use of sick leave (i.e., before or after weekend or vacation leave; leave taken when accrued at regular intervals, etc.) A certificate of a physician may be required and his/her supervisor may, with the Chief of Police's approval, because such investigation as deemed necessary to insure no sick leave abuse has occurred. Members will be required to notify their immediate supervisor on the first day of sick leave, not later than one hour before the shift of which the member is scheduled to report for duty. This procedure shall be followed for each day the member is unable to work, unless prior approval to waive this requirement is given by the Chief of Police or designee. Failure to comply may result in disciplinary action as well as the absence being charged as leave without pay.

## B. Requirement for Medical Certificate

1. Any member on sick leave due to an on-duty injury will be required to obtain a release from the City's assigned Worker's Camp physician.
2. Any member on sick leave due to an off duty injury will be required to obtain a release from a licensed physician certifying that the officer is now able to resume full duties. The Chief of police or designee may waive this requirement.
3. At the discretion of the Chief of Police or designee, approved sick leave may require the presentation of a written statement from a licensed physician certifying that due to their illness the member is unable to resume full duties.
4. The City reserves the right to require any member to submit to a physical by a physician of the City's choosing if the circumstances indicate an employee is abusing the sick leave process.

## SECTION V

### 1. Family Medical Leave Act

- A. The family and medical leave policy is designed to allow members to balance their work and family life by taking a reasonable leave for medical reasons, for childbirth, adoption or foster care, or to care for certain family members who have a serious health problem.
1. Any member who has worked for the City for as least twelve (12) months and at least 1,250 hours during the twelve (12) months prior to any requested leave, may take up to twelve (12) weeks of leave per rolling twelve (12) month period for the follow reasons:
    - a. The birth of a child of the employee.
    - b. The placement of a child with the employee through adoption or foster care.
    - c. To care for the employee's spouse, child or parent who has a serious health condition.
    - d. A serious health condition of the employee which renders him or her unable to perform the functions of his/her position:
    - e. The City reserves the right to deny leave under this policy if all the eligibility requirements set forth by law are not met.

2. In the case of leave for the member's or member's family serious health condition, leave may be taken on an intermittent or reduced hours basis only if such leave is medically necessary. If intermittent or reduced leave is medically necessary, the member may be transferred to another position with equivalent pay and benefits which better accommodates that type of leave. Members are required to use accumulated annual and sick leave prior to being placed on an unpaid status.
3. If leave is requested for the birth, adoption or placement of a child through foster care, intermittent or reduced leave hours is not available. Members are required to use accumulated annual and sick leave prior to being placed in an unpaid leave status. Entitlement to leave for the birth, adoption or placement of a child in foster cares expires twelve (12) months after the event.
4. During a family leave of absence, the City will continue to pay its portion of the health insurance premiums up to a maximum of twelve weeks, regardless of whether the leave is paid through the use of accumulated leave or is unpaid. The employee must continue to pay his/her portion of the premiums; failure to do so may result in loss of coverage. Under certain circumstances, such as failure to return to work, the City may recover from the member insurance premiums paid on the member's behalf.
5. During any portion of an unpaid family or medical leave, members shall not accumulate employment benefits such as sick or vacation sick. Benefits accumulated up to the day on which family or medical leave begins will not be lost except to the extent used by the member to pay for such leave.
6. Any member who returns to work from family or medical leave within or on the day following the expiration of the twelve (12) work weeks provided for in this policy will be reinstated to his/her job or an equivalent position without loss of pay or benefits. Every effort will be made to return the employees who are granted excess of twelve (12) work weeks to his/her job or an equivalent position without loss of pay or benefits.
7. Any member who takes leave of thirty (30) calendar days in succession shall have his/her anniversary date adjusted by a like amount.
8. If both spouses are employed by the City, their combined leaves of absence will not exceed twelve (12) weeks if the leave is for reasons other than their own serious health conditions, a serious health condition of their spouse, or a serious health condition of their child.
9. Applications for family or medical leaves of absence must be in writing. Applications should be submitted at least thirty (30) days before the leave is to commence, or as soon as possible if a thirty (30) day notice cannot be given. Where a member seeks to take leave for a foreseeable medical treatment, the



member should make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

10. Appropriate forms must be submitted to the Personnel Division of the City Manager's office to initiate a family or medical leave and return the member to active status.
11. A member requesting a family or medical leave of absence must furnish the appropriate medical certification of that fact.
12. Any member unable to return to work from leave must also furnish medical certification of that fact.
13. For leave due to the employee's serious health condition, a medical release from the employee's health care provider verifying the employee's fitness for duty must be presented to the department director/supervisor prior to the date the employee is scheduled to return to work.
14. On leaves granted for medical reasons, the City has the right to secure a second opinion at its own expense.
15. For leaves extending beyond thirty (30) calendar days, the employee must notify the City every thirty (30) days as to his/her status and intent to return to work.
16. A serious health condition is decided as an illness, injury, impairment, or physical or mental condition that involves:
  - a. Any period of incapacity or treatment in connection or consequent to inpatient care in a hospital, hospice or residential medical care facility.
  - b. Any period of incapacity requiring absence from work, school, or other activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider.
  - c. Continuing treatment (i.e. being treated two (2) or more times for the same condition by or under the supervision of a health care provider, including Christian Science practitioner) for chronic or long term health condition that is incurable or so serious that, if not treated would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.

## 2. Military Family Leave

### (a) New Qualifying Reasons for Leave

Eligible employees are entitled to up to twelve (12) weeks of leave because of

“any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining “any qualifying exigency”. In the interim, employers are encouraged to provide this type of leave to qualifying employees.

(b) New leave Entitlement

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the servicemember. This provision became effective immediately upon enactment (January 28, 2008). This military caregiver leave is available during “a single twelve (12) month period” during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave.

## **ARTICLE 28 BEREAVEMENT LEAVE**

### **SECTION I**

Employees covered by this Agreement may be granted, upon approval of the Chief of Police or designee, time off with pay at straight time rate and indicated on the time sheet as funeral leave (not to exceed 48 consecutive hours) for bereavement in the event of a death in the employee's immediate family. If necessary, due to the delay of funeral arrangements, Bereavement Leave may be delayed or divided as approved by the Chief of Police or designee.

### **SECTION II**

For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, child, current stepchild, parent, current stepparent, brother, half-brother, current stepbrother, sister, half-sister, current stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law and blood related grandparents, grandchildren, aunts and uncles.

### **SECTION III**

Should an employee require additional time other than provided in Section I of this Article, he/she may request additional time from the Chief of Police or designee. Any additional time used may be charged to annual leave if the employee has the hours accrued that can be charged. Bereavement leave shall not be counted toward the computation of overtime.

### **SECTION IV**

The employee shall provide proof of death in his/her immediate family as defined in Section II of this Article before compensation is approved. The Chief of Police or designee shall decide what form of proof is required.

### **SECTION V**

Bereavement leave is a leave benefit only and no compensation will be paid for unused bereavement leave.

## **ARTICLE 29 MILITARY LEAVE**

### **SECTION I**

Annual military leave due to the request of the armed forces to fulfill active military duties, field training, and/or emergency obligations (excluding monthly weekend drills), and not exceeding seventeen (17) working days in one calendar year shall be provided to employees.

- A. All employee's benefits, including pay shall continue at the same rate during annual military leave.
- B. Upon return from annual military leave, the employee shall return to the same position held prior to taking leave.

### **SECTION II**

A Military Leave of Absence without Pay shall be granted according to State and Federal regulations. All sick and vacation leave accumulated prior to the military leave of absence shall remain available to the employee upon reinstatement.

### **SECTION III**

Employees shall be required to submit orders from the appropriate military commander as evidence of call to duty and return from duty. Such orders must accompany the formal request for military leave.

### **SECTION IV**

Employees who are members of the Armed Forces reserve or National Guard shall be excused from work without pay to attend inactive duty training drills as required. The employee shall provide evidence of membership in the applicable organization to the department. The employee can make requests for such absences from work either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. Except upon declaration of civil emergency conditions, if there is a conflict between departmental scheduling and required military training, the department will make every effort to excuse the employee from work.

**ARTICLE 30**  
**HOLIDAY SCHEDULE AND HOLIDAY PAY**

**SECTION I**

1. Eligibility

In order for an employee to receive a holiday off with pay, the employee must have worked the last scheduled work day before, and the first scheduled work day after the designated holiday, unless the absence has been authorized by the supervisor in writing.

2. Provisions

A. Paid Holiday

1. An employee who is not required to work on a holiday, which falls on a regularly schedule work day, will receive eight (8) hours compensation.
2. Recognized holidays will be the actual date of the holiday and not the date observed by the City.

B. Time Worked on a Holiday

1. An employee who is required to work on a designated holiday will receive compensation for all hours actually worked at a rate of double time.
2. There is no guaranteed number of work hours on a designated holiday. Employees are relived from work at the earliest opportunity.
3. Holidays count towards hours worked for the purpose of calculating overtime pay.

C. Holiday During Leave

1. If a designated holiday occurs while an employee is on authorized sick leave or annual leave, the employee will receive eight (8) hours holiday compensation at the regular rate of pay.
2. Employees on any Leave of Absence will not receive any compensation for a holiday during the leave.

## **SECTION II**

### **Recognized Holidays for FY 2008/2009**

Veterans' Day	Tuesday, November 11, 2008
Thanksgiving Day	Thursday, November 27, 2008
Day After Thanksgiving Day	Friday, November 28, 2008
Christmas Day	Thursday, December 25, 2008
New Years Day	Thursday, January 1, 2009
Martin Luther King, Jr. Day	Monday, January 19, 2009
Good Friday	Friday, April 10, 2009
Memorial Day	Monday, May 25, 2009
Independence Day	Saturday, July 4, 2009
Labor Day	Monday, September 7, 2009
One (1) Personal Day	Normal Scheduled work shift up to twelve (12) hours

### **Reconized Holidays for FY 2009/2010**

Veteran's Day	Wednesday, November 11, 2009
Thanksgiving Day	Thursday, November 26, 2009
Day After Thanksgiving Day	Friday, November 27, 2009
Christmas Day	Friday, December 25, 2009
New Years Day	Friday, January 1, 2010
Martin Luther King, Jr. Day	Monday, January 18, 2010
Good Friday	Friday, April 4, 2010
Memorial Day	Monday, May 31, 2010
Independence Day	Sunday, July 4, 2010
Labor Day	Monday, September 6, 2010
One (1) Personal	Normal scheduled work shift up to twelve (12) hours

### **Recognized Holidays for FY 2010/2011**

Veteran's Day	Thursday, November 11, 2010
Thanksgiving Day	Thursday, November 25, 2010
Day After Thanksgiving Day	Friday, November 26, 2010
Christmas Day	Friday, December 24, 2010
New Years Day	Friday, December 31, 2010
Martin Luther King, Jr. Day G	Monday, January 17, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day Labor Day	Monday, July 4, 2011
Labor Day	Monday September 5, 2011
One (1) Personal	Normal scheduled work shift up to twelve (12)

## ARTICLE 31

### TRAINING

The City recognizes it is imperative to continually provide an opportunity for employees to receive as much training as possible in order to maintain professional standards, maintain certifications and increase their knowledge and skills. The Chief of Police or designee must approve all training.

#### SECTION I

Department required attendance at lectures, meetings, in-service training programs and similar activities will be counted as paid time. Attendance that is voluntary and not required will not be counted as paid time.

#### SECTION II

The Chief of Police or designee must approve all overnight lodging arrangements for required training activities in order to be paid by the City.

#### SECTION III

The City shall pay all expenses relating to approved training including the following:

- A. Transportation to and from training.
- B. All equipment necessary for training.
- C. Lodging when the training is outside of a 100 mile radius of the Dade City Police Department requiring two (2) or more days.
- D. Provide a per diem for food, if the training is located outside of Pasco County, consistent with that of any other per diem issued to any other City employee, or Dade City elected official.

#### SECTION IV

The Chief of Police may make exceptions regarding restrictions on lodging in C of Section IV after considering the length of training, components of the training and/or location of the training.



**ARTICLE 32**  
**AWARDS**

**SECTION I**

The Chief of Police may award members of the bargaining unit at his/her discretion.

## **ARTICLE 33 PHYSICALS**

### **SECTION I**

#### **1. Requirements**

- A. Physicals for officers will be provided at the City's expense. Officers age 29 and under must have a physical every three (3) years. Officers age 30-39 must have a physical every other year and officers age 40 and over must have a physical every year. However, the City may require its employees to undergo physical exams on a more frequent basis as it deems necessary.
- B. The City's designated Physician may request further testing during the basic physical if he/she feels it necessary. The City reserves the right to either approve or deny payment on any additional tests that the Physician may request.
- C. Medical examinations shall be completed while the employee is on duty. The physical shall be conducted at contracted facilities designated by the City after consultation with the PBA. The final decision as to the designated facility will rest with the City.
- D. The results of the examination will be maintained by the Physician in as confidential a fashion as allowed by law. All physicals will be required to be sent to the Personnel Division for inclusion in the employee's confidential health file. All medical records received by the City will be available to the employee who is examined, upon his/her written request. The Physician will notify the City of any employee not meeting minimal standards which would inhibit any employee's safety.
- E. If the required physical is included in the City's Health Insurance Network, the employee will use their Health Insurance medical benefit for the physical and the City will pay for ALL non-reimbursable expenses and/or co-pays associated with the required physicals.

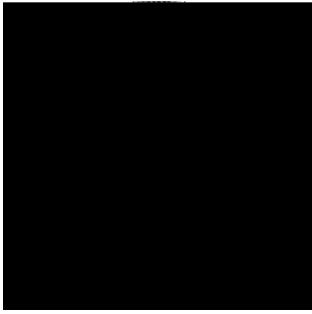
#### **2. The Medical Evaluation will consist of the following:**

- A. An interval medical history
- B. An interval occupational history
- C. Height and weight

D. Blood Pressure

3. The Annual Medical Examination shall include examination of the following components:

- A. Vital signs, namely pulse, respiration, blood pressure, and if indicated temperature.
- B. Dermatological system
- C. Ears, eyes, nose, mouth and throat
- D. Cardiovascular system (EKG)
- E. Respiratory system
- F. Gastrointestinal system
- G. Genitourinary system
- H. Endocrine and metabolic system
- I. Musculoskeletal system
- J. Neurological system
- K. Audiometry
- L. Visual acuity and peripheral vision testing
- M. Pulmonary function
- N. Laboratory testing, if required



# CITY OF DADE CITY

38020 Meridian Avenue  
Dade City, FL 33525  
(352) 523-5050

## AUTHORIZATION TO RELEASE INFORMATION

TO: \_\_\_\_\_

You are hereby authorized and requested to release to the City of Dade City, Personnel Division of the City Manager's Office, all information and records concerning treatment rendered, findings, and opinions as to my medical condition following the required City provided physical conducted on \_\_\_\_\_ (date).

NAME OF EMPLOYEE \_\_\_\_\_

\_\_\_\_\_  
(Signature)

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE (\_\_\_\_\_) \_\_\_\_\_

All reports and bills should be sent to:

City of Dade City  
Personnel  
P O Box 1355  
Dade City, FL 33526-1355

### ARTICLE 34 WAGES

#### SECTION I

1. Salary Adjustments

A. Fiscal Year 2008/2009

1. Employees covered by this Agreement will receive no adjustment for FY 2008/2009.

B. Fiscal Year 2009/2010

1. Representatives from the City and the PBA will meet no earlier than February 15, 2009 and no later than March 15, 2009 to reopen negotiations for wage compensation for year two (2) and three (3) of this contract.
2. Representatives from the City and the PBA will begin discussions of a pay plan proposed by the PBA during the session scheduled above.

C. Fiscal Year 2010/2011.

1. The City and the PBA have the option to defer negotiations for wage compensation for the final year of the contract. If this option is exercised representatives from the City and the PBA will meet no earlier than February 15, 2010 and no later than March 15, 2010 to reopen negotiations for wage compensation for year three (3) of this contract.
2. Representatives from the City and the PBA will continue discussions of a pay plan proposed by the PBA during the session scheduled above.

## SECTION II

I. Starting Salaries

A. Fiscal Year 2008/2009

1. Any employee hired after the effective date of this contract for the remainder of FY 2008/2009 will receive an annual starting salary of \$33,488.00

B. Fiscal Year 2009/2010

1. Representatives from the City and the PBA will meet no earlier than February 15, 2009 and no later than March 15, 2009 to reopen negotiations for wage compensation for year two (2) and three (3) of this contract.

C. Fiscal Year 2010/2011

1. The City and the PBA have the option to defer negotiations for wage compensation for the final year of the contract. If this option is exercised representatives from the City and the PBA will meet no earlier than February 15, 2010 and no later than March 15, 2010 to reopen negotiations for wage compensation for year three (3) of this contract.

### SECTION III

1. Annual COLA Increases

A. Fiscal Year 2008/2009

1. No COLA is awarded for FY 2008/2009.

B. Fiscal Year 2009/2010

1. Representatives from the City and the PBA will meet no earlier than February 15, 2009 and no later than March 15, 2009 to reopen negotiations for wage compensation for year two (2) and three (3) of this contract.

C. Fiscal Year 2010/2011

1. The City and the PBA have the option to defer negotiations for wage compensation for the final year of the contract. If this option is

exercised representatives from the City and the PBA will meet no earlier than February 15, 2010 and no later than March 15, 2010 to reopen negotiations for wage compensation for year three (3) of this contract.

ARTICLE 35  
SPECIAL PAYMENTS

SECTION I

Members of the bargaining unit may be compensated as determined by the Chief of Police for extraordinary duty assignments.

A. Field Training Officer

1. Active Field Training Officers (FTOs) as determined by the Chief of Police currently assigned to the Patrol Division an incentive of \$500.00 to be paid in 26 bi-weekly pay checks for FY 2008/2009, FY 2009/2010 and FY 2009/2010.
2. Those officers (while in grade) assigned to the CID unit will receive an incentive of \$750.00 to be paid in 26 bi-weekly pay checks for FY 2008/2009, FY 2009/2010 and FY 2010/2011.

SECTION II

Members of the bargaining unit eligible for incentive pay as defined in Section I, will receive incentive pay retroactive to the first full pay period of Fiscal Year 2008/2009 upon execution of this Agreement.

**ARTICLE 36  
AMENDMENTS**

SECTION I



This Agreement may be amended at any time by the mutual written consent of the parties, subject to ratification where required by law, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto if necessary ratified.

**ARTICLE 37**

## **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City is considering changing during the term of this Agreement.

**ARTICLE 38  
DURATION, MODIFICATION AND TERMINATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of October, 2008 A.D., and shall continue in full force and effect until the 30<sup>th</sup> day of September, 2011 A.D. At least one hundred and twenty (120) days prior to the termination of this Agreement, the City shall notify the PBA of intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as herreinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter ansent notification.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed by their authorized representatives this 13<sup>th</sup> Day of January, 2008 A.D.

THE CITY OF DADE CITY

Scott Black, Mayor

William C. Poe, Jr.

William C. Poe, Jr. City Manager

Raymond Velboom

Raymond Velboom, Chief, Police Department

WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

George Richardson  
George Richardson

Christopher Stone

Jim Diamond  
Jim Diamond, Director of Operations,  
West Central Florida Police Benevolent Association

