

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

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

AND THE

CITY OF PORT RICHEY, FLORIDA

October 1, 2011 to September 30, 2014

ARTICLE 1: PREAMBLE

Section 1: This Agreement is entered into by and between the City of Port Richey, a municipality of the State of Florida hereinafter called the “Employer” , and the Hillsborough County Police Benevolent Association, Inc., d/b/a West Central Florida Police Benevolent Association hereinafter referred to as the “PBA”. This labor agreement is applicable for employees as defined in Certification Number 982 issued to the Hillsborough County Police Benevolent Association in Accordance with the certification granted by the Public Employees Relations Commission on April 10, 1992.

Section 2: It is the intent and purpose of this Agreement to promote and maintain harmonious and cooperative relationships between the employer, employees and the PBA; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation of application of this agreement; and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours and terms and conditions of employment.

Section 3: The parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing, in the most efficient manner, public service to the citizens of the community.

Section 4: The parties agree that for the purpose of this agreement, the term day, unless specified otherwise herein, shall refer to the employee’s normally scheduled workday.

ARTICLE 2: RECOGNITION

Section 1: The Employer hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the certified bargaining unit.

Section 2: The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission on April 10, 1992, comprised of all employees within the City of Port Richey Police Department employed in positions as follows: All sworn (certified) law enforcement officers employed in the classification of police officer, detective, Corporals, Sergeant, and those employees within the Port Richey Police Department employed as Dispatchers

Section 3: The West Central Florida PBA hereby recognizes the City Manager or his representative as the public employer's representative for the purpose of collective bargaining.

ARTICLE 3: PBA REPRESENTATIVES

Section 1: The Employer will recognize one (1) PBA representative and one (1) alternate appointed by the elected representative, whose duties shall be to process grievances on behalf of members of the bargaining unit who request such representation. The PBA representative shall be granted up to one (1) day non-accumulative hours per month time off with pay during his regularly scheduled shift for the day to attend to PBA business and to attend any necessary meetings as required. In no situation shall time off from duty result in the computation of, or the payment of, overtime to the PBA representative. Only the PBA representative may utilize paid union leave.

Section 2: Time off the job with pay to process grievances may be granted to a member affected by a grievance by the Chief of Police or his designee at his discretion. The granting of such time off shall never result in the payment of overtime.

Section 3: City work hours shall not be used by employees or PBA representatives for the conduct of Union organizing meetings or other types of Union business not expressly authorized by this Agreement.

Section 4: Solicitation of any and all kinds by the PBA including solicitation of membership, grievances, political activities, and the collection of PBA monies shall not be engaged in during working hours in or on property of the City of the Port Richey.

Section 5: Any time off for employees and access to the Port Richey Police Department administration building by PBA representatives who are not employees shall be required to have the prior approval of the Chief of Police or his designee, which approval shall not be unreasonably withheld.

Section 6: All Union business, with the exception of authorized grievances or discipline representation, is to be conducted off City Property.

ARTICLE 4: CITY'S MANAGEMENT RIGHTS

Section 1: Except as expressly limited by any provision of this Agreement, the City reserve 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 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, or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge, demote 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.

Section 2: If, in the sole discretion of the City Manager, it is determined that a civil emergency condition exists, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency and shall be grievable at the end of the declared emergency.

Section 3: The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

Section 4. "Just Cause" as defined in Section 1 of this Article shall include, though not limited to, any violation of the City of Port Richey Personnel Manual with regard to Section 24.343 "Just Cause". In addition, though not limited to, "Just Cause" shall include any violation of the City of Port Richey (SOP) Standard Operating Policy and Procedures Manual.

ARTICLE 5: NO STRIKE PROVISION

Section 1: The PBA, its officers, representatives, agents, members, employees, and employees covered by this Agreement shall not engage in, instigate or support:

1. A strike;
2. Concerted failure to report for duty;
3. Concerted absence from their respective positions;
4. Concerted stoppage of work;
5. Concerted submission of resignations; and,
6. Concerted abstention in whole or in part from full and faithful performance duties of their employment by the City.

Section 2: The foregoing prohibitive activities, 1 through 6, shall not be engaged in for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or in the rights, privileges or obligations of public employment of any employees within or without the bargaining unit.

Section 3: No employee or group of employees, in the furtherance of a strike or work stoppage, shall participate in:

1. A deliberate and concerted course of conduct which adversely affects the service of the City; or,
2. A concerted failure to report for work after the expiration of a collective bargaining agreement; or,
3. 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; or,
4. Any picketing or hand billing of any City facility, office or premises; or,
5. Any picketing or hand billing in the area of the residence or business of any official, employer or agent of the City.

Section 4: Any employee or group of employees committing or participating in any of the acts proscribed in this Article shall be considered as having voluntarily resigned from City employment, and shall be terminated subject to the right of appeal. If any such terminated employee is re-employed by the City, it shall be on the following conditions:

1. Such person shall be on probation for a period of one (1) year following his employment or re-employment. During this period, the person may be discharged without a showing of just cause;
2. The compensation of such person may be in no event exceed that received by him immediately prior to the time of the activity resulting in separation from employment; and
3. The compensation of the person may not be increased until after the expiration of one (1) year from such re-employment.

Section 5: The PBA hereby consents to an Ex- Parte Order of the Courts of the State of Florida permanently and immediately enjoining any strike or other conduct by the PBA, its officers, members, agents, representatives, employees or employees of the bargaining unit, proscribed in Section 1, 2, and 3 hereof.

Section 6: The City shall declare when a strike has commenced in violation of the provisions of this Article. In the event there should be a strike or other prohibited activity, the City shall not be obligated to reopen or reactivate any facilities/operations affected by that activity.

ARTICLE 6: NON-DISCRIMINATION

Section 1: The right of the employees of this bargaining unit to belong to, participate in or refrain from belonging to the PBA shall not be prohibited, abridged or interfered with.

Section 2: The Hillsborough County PBA as the certified representative of all employees covered by this collective bargaining agreement shall not discriminate with regard to representation of any PBA member in this bargaining unit and will accept members to its organization without regard to race, color, creed, sex, age, physical handicap, national origin, marital status or political affiliation.

Section 3: The City and the PBA specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein within regard to race, color, religion, creed, sex, national origin, membership or non-membership in a labor organization or age, as provided by law.

Section 4: All members of the bargaining unit shall live within thirty-(30) minutes travel time of the Police Department by motor vehicle.

ARTICLE 7: PBA BUSINESSES

Section 1: The PBA shall notify the employer in writing of the names of its official bargaining unit representatives.

Section 2: Neither PBA representatives nor any bargaining unit employees shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances without the permission of the Chief of Police or his designee.

Section 3: Copies of any Police Department General Orders and Operating procedures affecting employees covered but his Agreement shall be made available to the PBA when issued for information purposes.

ARTICLE 8: PERSONNEL RECORDS

Section 1: Employees covered by this Agreement shall have, upon reasonable request, the right to inspect their official personnel record, which shall be maintained in the office of the Personnel Director and the personnel file on employees maintained by the Chief of Police, if applicable. Employees shall have the right to have duplicate copies made of the personnel file for their use at the expense of the employee.

Section 2: Employees shall have the right, within fifteen (15) days of notification of knowledge, to add to their official personnel record written refutation of derogatory performance evaluations and citizen complaints. This right of refutation is in consideration that grievances are prohibited against performance evaluations.

Section 3: Written reprimands, letters of counseling, suspension and employee evaluations shall be a permanent portion of the employee's official personnel record.

Section 4: Written reprimands and letters of counseling shall not be used to assess a greater penalty in disciplinary action after two (2) years have elapsed. Suspensions and/or other serious disciplinary actions shall not be used to assess a greater penalty where a three (3) year period has elapsed unless the City can demonstrate a nexus between the past disciplinary action and the current conduct.

Section 5: Letters of complaint where there is a finding by the Chief of Police or his designee that the complaint is false or unfounded shall be clearly and boldly marked as False or Unfounded and signed or initialed by the Chief of Police or his designee.

ARTICLE 9: INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

Section 1: The employer agrees to comply with the provisions of Florida Statutes, Chapters 112.531 through 112.534, known as the “Law Enforcement Officer’s Bill of Rights” with regard to any complaint which results in an internal investigation or proposed disciplinary action. Any discipline shall be progressive, consistent and based upon just cause.

Section 2: The employee involved shall be given an exact copy of any written statement he/she may execute.

Section 3: Employees within this bargaining unit shall not be required to take a polygraph examination during an internal affairs investigation.

Section 4: Except as otherwise provided in this section, an employee relieved from duty for alleged violation of a departmental rule or policy will remain on full salary and allowances until such time as the charges have been sustained by the Chief of Police or his designee. In the event that the offense charged against the employee results in termination of employment, the city shall be entitled to a credit (off-set) or reimbursement for any salary and allowances paid from the date of the offense. An Employee who is charged with an alleged violation of a local, state or federal crime may be relieved from duty with or without pay as determined by the Chief of Police, after the accused employee and his legal or PBA representative meets with the Chief of Police concerning the extent of the probable cause alleged by the charging agency. Thereafter, if the accused officer is acquitted of the charge by a judge or jury, or in the event that no Information is filed by a State Attorney or Indictment issued by a state or federal Grand Jury, or if no action is commenced by the Criminal Justice Standards and Training Commission that results in de-certification of the employee as a law enforcement officer, the employee shall be reinstated with fullback pay and allowances.

Section 5: When an investigation covered by Section 1 of this Article is completed, the files shall reflect one (1) of the following as the case disposition:

1. Unfounded
2. Exonerated
3. Not Sustained
4. Sustained

The files referred to in this Section are the Internal Affairs (I.A.) files, which shall be maintained as a separate file in the office of the Chief of Police where he may designate.

Section 6: If requested by the employee, members of the bargaining unit shall have the right to have a representative of his/her choice in any matter which the employee reasonably believes could be disciplinary in nature or could possibly become disciplinary in nature, including preliminary interviews or during an actual I.A. investigation

In accordance with the Florida Statutes 112.532, "Florida Police Officer's Bill of Rights".

ARTICLE 10: GRIEVANCE PROCEDURES

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of grievances and is to be used for:

1. The settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of a specific clause of this collective bargaining agreement; and,
2. for the contest of disciplinary action by a disciplined employee.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the rights to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having them adjusted without the intervention of the bargaining agent. Provided, however, the PBA shall retain exclusively its right to appeal grievances to final and binding arbitration.

Section 1: Definitions

A. A Grievance shall be defined as any dispute involving the interpretation, application or alleged violation of a specific clause or provision of this Agreement. No other matter shall be considered a grievance or shall be the subject of arbitration.

B. The PBA shall have the right to file grievances in the third step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this Agreement on behalf of an employee provided, however, that this right shall be strictly limited to those matters where the PBA can demonstrate:

1. That the matter is covered by a provision of the Agreement; and
2. That the matter involves the interpretation or application of that provision;

And,

3. The grievance does not seek to add or subtract from any provision of the Agreement; and,
4. The subject matter of the grievance is general in nature having application to a majority of the members of the bargaining unit.

C. Employee means any individual within the bargaining unit covered by this Agreement.

D. Day when used in this procedure shall mean calendar days Monday through Friday, exclusive of holidays and weekends.

E. A Grievant is a non-probationary employee covered by this Agreement.

Section 2: Grievance Procedure

Step 1: The aggrieved employee (grievant) may, with or without PBA representation, submit a written grievance to the Chief of Police or his designee within ten (10) days after the employee becomes or should have become aware of the matter from which the dispute arose. The written grievance at this step and all steps thereafter shall contain the following information:

A. A statement of the grievance including date of occurrence, details and facts upon which the grievance is based.

B. The specific article(s) and section(s) of the labor agreement alleged to have been violated.

C. The action, remedy or solution requested by the employee and the facts supporting the employee's position in the grievance.

D. Signature of the aggrieved employee, and PBA representative, if applicable.

E. Reason for rejection of management's answer, if appealed.

F. Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and shall be returned to the employee, with an explanation of what was inappropriate, who will then have three(3) calendar days within which to submit an amended written grievance.

The Police Chief or his designee shall hold a meeting within ten (10) days after receiving the grievance, (with or without PBA representation at the grievant option), and within ten (10) days after that meeting shall give his answer in writing to the grievant.

Step 2: If the grievance is not resolved at Step 1, the grievant may submit a written appeal to the City Manager within five (5) days after receiving the written answer from the Chief of Police or his designee. Thereafter, the City Manager shall indicate, in writing, the disposition of the grievance to the grievant within ten (10) working days from the receipt of appeal. The City Manager shall convene a meeting with the grievant, the PBA representative, if applicable, and the Police Chief or his designee, prior to indicating the disposition of the grievance.

Step 3: If the grievance is not resolved by the City Manager's response, then the PBA, to the exclusion of the employee, may submit the grievance to arbitration in accordance with the following procedure, except as provided in Section 4, below

A. If the PBA elects to appeal to arbitration, they must do so within ten (10) days after the City Manager's response. The Federal Mediation and Conciliation Service (FMCS) shall be used and the arbitration proceedings shall be in accordance with the FMCS rules then existing.

B. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.

C. The arbitrator shall be required to render his decision as quickly as possible, but in any event, no later than thirty-(30) calendar days after the close of the hearing.

D. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) calendar days after receipt of the arbitrator's award.

E. Either party to this agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.

F. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the PBA and the employer.

G. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

H. The expenses incurred in connection with attendance of participants and witnesses for either side be paid by the party producing such participants and witnesses. In the event the witnesses are City employees, and their testimony is relevant, they shall be relieved from their normal duties for purpose of their testimony with no loss of pay. At the conclusion of their testimony they shall immediately be released to resume their normal duties. Should their testimony go beyond their normal scheduled duty hours the City will not be liable for the payment.

I. The expenses in connection with attorney's fees shall be paid by the party employing the attorney.

Section 3: Time Limits

A. The time limits provided in this Article shall be strictly observed, unless extended by the other party. Failure of the grievant or the PBA, whichever is appropriate, to proceed with the grievance within the time herein provided shall result in dismissal of the grievance which shall then be deemed settled based on the last response by management.

B. Failure of the City or its representative to respond within the time provided, shall entitle the grievant or the PBA, whichever is appropriate, to proceed to the next step in the grievance procedure.

C. All grievances shall be processed during times, which do not interfere with, or cause interruption of an employee's work responsibilities.

D. Employees will follow all written and verbal directives of the Police Department even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives shall not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions of the Police Chief or his designee pending the outcome of a grievance.

E. Management grievances, should they occur as a result of official PBA activity or actions, will be submitted directly to the president or his designee of the Hillsborough County Police Benevolent Association, Inc., within fourteen (14) days of the date upon which management became aware of the situation prompting the grievance. The PBA president or his designee will provide a written answer within five (5) days. A management grievance may be pursued to arbitration.

F. Nothing in this article or elsewhere in this Agreement shall be construed to permit the PBA to process a grievance, in behalf of the employee without his consent, or with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or Court proceeding, brought by an individual employee or group of employees, or by the PBA. The only exception will be a PBA class action grievance.

G. Unless otherwise mutually agreed, each grievance or dispute will be considered separately and submitted separately to an arbitrator.

H. Employees in an initial probationary status are not entitled to process a grievance through to arbitration.

I. All available evidence shall be made available to the other party as soon as practicable prior to the hearing in order to provide an opportunity for settlement.

Section 4: Disciplinary Grievance Procedures.

A. The PBA may appeal a disciplinary action for a non-probationary employee up to and including arbitration in accordance with the provision of this section.

B. The PBA, on behalf of any employee, except probationary employees, shall have the right to grieve disciplinary actions before a Hearing Officer from the Florida Public Employee Relations Commission (PERC) selected by the parties, or in the event that they cannot agree, selected by an appropriate administrator of the Florida Public Relations Commission. The hearing will be conducted as an arbitration and be subject to the provisions of Chapter 682, Florida Statutes.

C. The non-prevailing party shall be responsible for the expenses of the arbitration to include only the following: All costs charged by PERC, the cost of a court reporter and the original transcript, if ordered, and the prevailing party's attorneys' fees and costs (not to exceed \$7,500.00) to be determined by the PERC Hearing Officer after petition by the prevailing party.

ARTICLE 11: VEHICLES AND EQUIPMENT

Section 1: It shall be the responsibility of the individual employee to check the vehicle and all equipment, which has been issued to him/her, to assure it is in safe operating condition prior to use or operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall immediately submit a written report through the chain of command. If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the City Manager shall be notified by the Police Chief for appropriate disposition. The City Manager shall be the final authority as to inspection and repairs needed to release a vehicle or item of equipment back into service.

Section 2: The City will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will cooperate and encourage the employees to work in a safe manner. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the PBA. Within thirty-(30) days of receipt, departmental management shall give a written reply to the employee or the PBA, as the case may be, regarding the disposition of their recommendation.

Section 3: The City will provide proper and necessary safety equipment and devices for employees engaged in work where special equipment and devices are necessary. Such equipment and devices, where provided, must be used. Failure by employees to utilize provided equipment or devices will be subject to disciplinary action. The City shall determine which equipment will be provided to perform the duties of employees covered under this contract.

Section 4: In the event an employee leaves the employment of the City the employee shall return all issued uniforms, equipment, and identification by department, to the department, before the City is required to issue a final check for accrued salary and benefits.

Section 5: Clothing and Uniform Allowance. Sworn personnel shall be provided a uniform maintenance allowance of four hundred (\$400.00) dollars per fiscal year. Personnel working on a permanent assignment in plain clothes shall receive a clothing allowance of four hundred dollars (400) per fiscal year. Personnel assigned for a portion of the year shall receive a pro rata payment. Payment shall be made during the first pay period in October. In the event an employee terminates employment with the City, any unearned prepaid uniform or clothing allowance shall be set off by any termination pay and benefits due the employee.

Section 6: Upon retirement with six (6) years of credible service, all personnel will be permitted to retain their duty shield, their agency identification card clearly stamped with the word "Retired". Further, employee shall be permitted to purchase his/her service weapon at the current market value.

Section 7: Take Home Vehicles:

7.1. The City shall implement an assigned take home vehicle program for all Police Officers who have completed the probation period and who reside within 25 miles of the Department, line of sight, thus allowing for the vagaries of road and highway design. The assignment of these vehicles shall be as vehicles become available.

7.2 The City shall establish the actual distance from the City Limit to the affected Officers residence through a standardized procedure; i.e., Map quest, odometer reading, etc

7.3 Officers hired with prior Law Enforcement experience may be eligible for issuance of an assigned Take Home vehicle prior to the completion of probation at the discretion of the Chief of Police.

ARTICLE 12: SENIORITY, LAYOFF AND RECALL

Section 1: Seniority.

- A.** City seniority is an employee's length of City service in continuous permanent status employment or re-employment from the first day of continuous permanent employment, provided the employee successfully completes his probationary period.
- B.** Seniority is based upon the length of continuous service after successful completion of the probationary period.
- C.** Members shall lose all seniority as a result of the following:
 - 1. Resignation
 - 2. Retirement
 - 3. Termination
 - 4. Absent without permission or authorized leave for three (3) consecutive work days
 - 5. Layoff exceeding one (1) year.
 - 6. Failure to return from military leave within the time limits provided by law.

Section 2: Probationary Periods.

- A.** The probationary period shall be for a period of one (1) year from the first day of employment with the department as a CJSTC certified police officer, or for an extended probationary period for failure of the employee to successfully complete field training requirements, but in no event to exceed six (6) additional months of probation.

Section 3: Layoff and Recall.

- A.** Employees will be laid off in order of least seniority and will remain on a preferred recall list for one year. Within that year, a first out, first back rule will be followed.
- B.** When the Chief of Police believes that a certain permanent employee is essential to the efficient operation of the police department because of special skills or abilities, and wishes to retain this individual in preference to a person with a higher rating, he must submit a written request to the City Manager for permission to do so. If the City Manager approves the request, the individual may be retained under this exception.
- C.** Any employee who is laid off will be given fifteen (15) working days notice or as much advance notice as possible depending upon the circumstances at the time.
- D.** Duties performed by any employee laid off may be reassigned to other employees already working.

ARTICLE 13: DUES CHECK-OFF

Section 1: Employees covered by this agreement may authorize, on the prescribed form, the deduction of PBA dues and/or uniform assessments.

Section 2: PBA dues and uniform assessments shall be deducted at least monthly and the funds deducted shall be remitted to the PBA within thirty-(30) days.

Section 3: The PBA agrees to pay the employer a reasonable fee for the services of dues and uniform assessment deductions. The fee for total deductions, both dues and uniform assessments, if any, shall be \$100 per year payable in October of each year.

Section 4: For the purpose of putting this Article into effect, the employer will furnish the PBA with forms for completion by employees who desire to authorize payroll deductions of the PBA dues and assessments. These forms shall be made a part of this labor agreement.

Section 5: Payroll dues and/or uniform assessment authorization are revocable at the employee's request upon thirty-(30) day's written notice to the employer and the PBA.

Section 6: The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.

Section 7: In any pay period in which there is insufficient pay to cover all other duly authorized deductions, PBA dues and uniforms assessments will not be deducted from an employee's pay.

Section 8: The PBA shall submit a written request stating in dollars and cents, the new amount of PBA dues and/or uniform assessments to be deducted from the rates of members who have authorized such deductions. This request shall be submitted in advance of the effective date of any changes.

Section 9: The PBA agrees to pay the employer a reasonable fee for any change in bargaining unit membership dues structure or uniform assessment structure, at the rate of twenty-five (\$25) cents times the number of members on PBA dues on the effective date of such changes. In addition, a flat fee of \$12.00 shall apply to any fee schedule change. A check to cover this fee shall accompany any letter of change notice.

Section 10: The PBA will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by payroll deductions of Union dues and uniform assessments. The PBA agrees that in case of error, proper adjustment, if any, will be made by the PBA with the affected employee.

Article 14: Work Week and Overtime

Section 1: Hours of Work

A. The initial work period upon the execution of this agreement will consist of eighty (80) hours during a fourteen (14) day period from Monday through Sunday. The City shall establish the work week and hours of work best suited to meet the needs of the City. Nothing in this agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per week. All hours of work or part thereof over eighty (80) hours in a bi-weekly pay period, will be paid at overtime rates. The City may, at the sole discretion of the Chief of Police, change the shift hours to either (8), ten (10) or twelve (12) hours per day and establish a rotation of no less than 28 days.

B. If the workweek is based on eight (8) or ten (10) hours per day, then the employees shall be entitled to overtime for hours worked over forty (40) hours in a seven (7) day period, otherwise overtime is based on eighty (80) hours worked in a fourteen (14) day period.

C. All employees will have a designated work schedule/shift with an established starting time and quitting time. The City has the sole discretion to schedule and/or assign hours of work and establish the starting and quitting times. Work schedules/shifts will be posted and made known to employees. There will be a minimum of 48 hours between shift changes and shifts may not be changed more frequently than every 28 days.

D. Meal breaks will be granted as duty permits. The department reserves the right at any time to interrupt an officer's lunch break and send him/her on a call or assign him/her to duties to perform, at which time the officer is directed to immediately proceed and attend to the task assigned to him/her unless otherwise indicated.

Section 2: Overtime

A. All authorized and approved work performed in excess of the eighty (80) hours in any one bi-weekly pay period shall be considered overtime and shall be paid at the rate of time and one-half the employees straight time hourly rate of pay pursuant to the Rules and Regulations promulgated by the Wage and Hour division of the United States Department of Labor. Known and scheduled overtime will be assigned with as much advance notice as possible. Employees shall be required to work overtime when scheduled and assigned.

B. Compensatory time may be used in lieu of overtime pay as outlined in the Fair Labor Standards Act. Compensatory time is computed in the same way as overtime pay at the rate of time and one half for all hours worked in excess of the standard work week. A maximum of 240 hours of compensatory time may be accrued. Any time in excess of the maximum hours must be paid in cash at a rate of time and one half.

Upon termination for any reason, the employee will be paid in cash at their rate of pay at the time of separation for banked compensatory leave.

C. The employer will not alter the normal days off or scheduled shift for the purpose of avoiding the payment of overtime. The Chief of Police or his designee may change normal days off when required to cover absences due to vacation (in excess of 40 hours), extended periods of illness or emergency conditions.

D. The City in its sole discretion shall schedule and assign overtime. No employee in this bargaining unit is authorized to schedule and assign himself/herself to overtime duty.

E. For the purposes of the weekly overtime computation, holidays, sick leave, funeral leave, jury duty leave, and other absences from duty on active pay status shall not be considered as "time worked".

F. Nothing contained in this Agreement shall be interpreted as requiring duplication or a pyramiding of premium payments.

Section 3: Recall. Employees who are called to work, at the City's sole discretion, outside their regularly scheduled duty hours shall be paid for the hours worked at the appropriate rate of pay with a minimum of two (2) hours at time and one-half, if the employee is released during the first hour.

Section 4: Court Time

- A. Court time is an integral part of police work and the parties agree that police officers required to attend court in the performance of their duties should be compensated.
- B. In the event court attendance of judicial hearing is required during scheduled off-duty hours, employees shall receive the applicable rate of pay or compensatory time off for each hour spent in attendance as described in part C below.
- C. Time spent in court of judicial hearing while off duty, is the actual time required to report as stated on the Subpoena or as scheduled, continuing until released by the judge or other officer of the Court. When an officer is required to respond to a job related matter, under subpoena, he shall receive credit for a minimum of two (2) hours worked. Should said appearance go beyond the two (2) hour minimum the officer shall receive credit for the actual hours spent in attendance. Credit for court time shall be considered regular hours worked and shall count toward hours worked for the purpose of calculating overtime as defined in Section 2 above. Officers shall be compensated for all mileage required traveling from home to pick up a department vehicle if they are required to drive a marked unit to court. If required to be on stand-by during the employee's off duty hours, officers shall be compensated at rate of two hours per day for which the standby time is required under subpoena. An

employee may stand-by at any location within one hour response time to the court.

Section 5: Off-Duty/ Extra Duty Police Employment.

- A. Employees classified as probationary police officers shall not be considered for off-duty police employment until after they have completed the FTO program and are capable of operating a police unit by him/herself. Police Sergeants, regardless of probationary status will be allowed to voluntarily submit their names to the Chief of Police or his designee to be considered for off-duty police employment.
- B. The Police Department shall maintain a rotating list of volunteers for off-duty police work. If an officer declines to accept an off-duty work assignment he will be rotated to the bottom of the list. Officers who are on duty, and cannot accept off-duty employment will not be rotated. The Chief of Police and the PBA representative will review the rates of off-duty work periodically, in an effort to prevent other agencies from obtaining the off-duty assignments due to their rates being less.
- C. At all times, it is understood that while working in an off-duty capacity, the City is not the employer of the police officer. Hours worked on off-duty police assignments shall not be considered as time worked for the computation of overtime, vacation or sick leave accruals, or for any other purposes.
- D. Any problems in administering the off-duty police employment program, such as assignments, time of assignments, rejections, non-availability or other situations shall be resolved by the Chief of Police or his designee. Problems in connection with this program may be appealed to the Chief of Police but are ineligible to be submitted through the grievance and arbitration procedures.
- E. While employed in any off-duty capacity, a police officer's conduct in performance of duty must at all time be in compliance with all general orders and rules and regulation of the City of Port Richey Police Department. All officers performing such duties shall be subject to the direction of the supervising officers then on duty who shall, in turn, assure that the officer's act in a manner consistent with departmental police and professional police work.
- F. A police officer shall, at all times, take proper action on any offense or condition, which normally would require police action. The primary duty, obligation and responsibility of an officer is at all times to the Police Department.

G. No officer shall agree to follow rules set by a private person as to how he/she will perform his/her police duties if it would cause the officer to deviate from proper police procedures. Should he/she so deviate, he/she may be subject to disciplinary action at the sole discretion of the supervision and approved by the Chief of Police.

Section 6: Officers assigned to work the night shift shall receive 8 hours compensatory time shift premium incentive for each 28-day period spent on midnight tour from 2200 to 0800 hours.

ARTICLE 15: EMPLOYMENT CONTRACTS

Section 1. The PBA acknowledges that City has developed and requires every police officer who is hired by the City to execute a “Pre-Employment Agreement – Reimbursement of Hiring and Training Expenses and Residency Requirement”, which is incorporated in this Agreement by reference. The City may, with the concurrence of the PBA, amend or modify the subject agreement from time to time. In the event of a dispute on the terms and conditions of the subject agreement between the Police Chief and the PBA, the matter will be submitted to the City Manager whose decision shall be final.

Section 2. The enforcement of the Pre-employment Agreement by the City shall not be subject to the grievance procedures or appeal by arbitration.

ARTICLE 16: VACATIONS AND SICK LEAVE

Section 1: Calculation. Vacation and sick leave shall be calculated and accrued as follows:

- A. Sick leave. Employees will earn the equivalent of 1.25 days of sick leave per month at the completion of one (1) month continuous service and for each month thereafter. Accrued sick leave shall be computed on the basis of months of employment from the date of employment. If an employee works over fifteen days in a calendar month and terminates employment with proper notice or for retirement reasons with notice, they shall be credited with sick leave for the entire month. Employees voluntarily terminating employment (not while under investigation of a violation of any departmental investigation rule or policy or while the subject of a criminal or CJSTC decertification procedure) shall be paid for up to 90 days of accrued sick leave at the employee's rate of pay on the date of separation from employment. Sick leave is intended for bona-fide illness, medical and/or dental appointments and care of an ill spouse or child. The City at its own expense may request a physician statement for verification of any absence of three consecutive workdays or more.

- B. Johnny Cash Fund. A committee shall be established to administer the Johnny Cash Fund and to establish rules for its operation and criteria for eligibility to withdraw funds. The committee shall consist of two Police Bargaining unit representatives, the City Manager or a designee, the Chief of Police and the finance director/human resource director.

- C. Each officer shall pledge two dollars per week to the fund, which shall be matched by the City. The donation shall be accomplished through payroll deduction at no cost to the employees or the fund.

- D. Vacation Leave. Employees shall earn annual vacation leave as indicated below and may use credited leave after the completion of twelve (12) months continuous service.

- C. (1) Accrual of Vacation time: Each non-probationary Officer shall be allowed to accrue vacation leave not to exceed 240 hours. Vacation leave that remains unused at the end of the year shall be added to the next years vacation leave but under no circumstances shall that accrual of vacation time exceed 240 hours. Accrued vacation time in excess of 240 hours shall be paid to the Officer each year.

1 – 5 Years of Service:	132 hours annually
6 Years of Service:	144 hours annually
7 Years of Service:	156 hours annually
8 Years of Service:	168 hours annually
9 Years of Service:	180 hours annually

10 or more Years of Service:

192 hours annually

Employees will continue to accrue leave while on any type of leave except leave shall not be earned for time in which the employee is suspended without pay or if absent from work without authority. Preference for choosing vacation time shall be governed by seniority. Upon separation with two weeks notice or retirement employees will be compensated for all unused vacation time at their rate of pay on the date of separation, provided that they have completed at least 12 months of service.

Section 2. Each non-probationary officer shall accrue five (5) personal leave days per year, after the completion of one (1) year of employment. Personal leave that remains unused at the end of the year shall be added to annual vacation leave. Requests for personal leave shall take priority over compensatory time requests. Requests for leave shall not be unreasonably denied.

Section 3. Compensatory time may be accrued, however only up to 240 hours may be carried forward to the new calendar year (January 1). If the officer is unable to use his/her accrued compensatory time in excess of the 240 hours carried forward, it shall be paid out at his current rate of pay on the date payment is made. Nothing herein shall prevent or prohibit the Chief of Police from compelling officers to take accrued leave. Provided operational needs are not affected, as determined by the Chief of Police, employees will be permitted to use compensatory time, as the employee deems necessary. Compensatory leave requests on same day(s) as other employees will be resolved on the basis of seniority. Further, City agrees that the Chief of Police will make a good faith effort to allow officers time off as needed.

Section 4. Death in the Family. If a death occurs in an employee's immediate family (to be defined as mother, mother-in-law, grandmother, father, father-in-law, grandfather, sister, sister-in-law, brother, brother-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, or other relative that is living in the employee's home), the employee will be allowed up to five (5) calendar days off with pay from the date of death. The employee's time off from work because of a death in the family must actually be taken immediately following the death in order to receive payment. In the case of a death of a relative not included in the definition above, an employee may request one (1) day off with pay to attend the funeral. Requests for time off should be made to the Chief of Police. Employees may be asked to furnish proof of the family member's death upon their return to work.

ARTICLE 17: INSURANCE BENEFITS

Section 1. Life Insurance. The City will continue to provide life insurance coverage for all employees upon completion of ninety days of service with the City. The limits of coverage shall be a minimum of \$25,000.00 and the beneficiary shall be designated by the employee.

Section 2. Health Insurance. The City will provide medical insurance coverage for all employees upon completion of ninety days of service with the City. City paid health insurance coverage will be continued in the event of longevity or a service connected disability retirement until such time as the retiree reaches eligibility for Medicare or Medicaid coverage. A PBA representative will be included as a voting member of the health insurance selection committee convened by the City for the purpose of evaluating proposed plans for coverage of city employees. Continued individual health insurance benefits for a longevity retirement shall be paid for those employees retiring with twenty (20) years of service at age fifty-five (55) or twenty five (25) at any age.

Section 3. The City will provide vision, dental, accidental death and dismemberment and short term disability insurance coverage for all employees upon completion of ninety days service with the City to the extent similar coverage is provided to other employees of the City.

Section 4. Employees may cash out accrued leave time for the purpose of offsetting the purchase of health insurance upgrades or supplemental insurance coverage.

ARTICLE 18: TUITION REIMBURSEMENT

Section 1: Employees may request and be authorized to attend any courses related to job improvement, self-improvement or in service training courses or to take education equivalency exams. The City will reimburse expenses for such approved courses, to include tuition fees and books, in accordance with the provisions of the Port Richey Personnel Manual. Any additional expense for each course over and above the amount reimbursed by the City will be the responsibility of the employee. If the employee terminates employment voluntarily within one year of the training he shall reimburse the City for the amount of the tuition reimbursement received, Training shall be attended during non-work hours if practical. This policy does not apply to courses that are required for continued employment.

ARTICLE 19: HOLIDAYS

Section 1: The days listed below shall be observed as official holidays:

New Years Day	January 1
Martin Luther King Day	3 rd Monday in January
Good Friday and Easter Sunday	per Calendar
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st . Monday in September
Veterans Day	November 11
Thanksgiving	4 th Thursday in November and the following Friday
Christmas Day	December 25

If holidays fall on Saturday, they will be observed on the preceding Friday. If holidays fall on Sunday, they will be observed on the following Monday. Employees, however, that are required to work on weekends when a holiday falls on a weekend day shall observe the holiday on whichever day it falls, or be paid straight time for a holiday falling on their regular day off. Employees that are required to work on the holiday shall receive time and one-half for all time actually worked on the holiday in addition to regular holiday pay.

Holiday pay will be paid to employees in two lump sums after accrual of holiday pay. The first pay period in July the employee shall receive payment for five (5) holidays and the first pay period in December the employee shall receive payment for six (6) holidays.

Section 2: Should at any time during the term of this contract the City find the occasion to increase or add Holiday, Vacation or Sick time to the General Employees or Fire Service or others outside this bargaining unit such additions shall apply to the Police Department employees without the necessity of collective bargaining.

Article 20: Wages and other economic issues

Section 1: Wages. The wage scale for police officers shall be based upon a 2,080 hour work year and annual salaries are rounded to the nearest dollar. Rates of pay shall be as follows:

Section 1A: Negotiations for wages and economic issues will be opened each year upon either party's written notification of the intent to do so.

<u>Effective October 1, 2009</u>		
<u>Step</u>	<u>Hourly</u>	<u>Annual</u>
<u>Step 1</u>	<u>\$16.51</u>	<u>\$34,340.80</u>
<u>Step 2</u>	<u>\$17.62</u>	<u>\$36,649.60</u>
<u>Step 3</u>	<u>\$18.63</u>	<u>\$38,750.40</u>
<u>Step 4</u>	<u>\$19.68</u>	<u>\$40,934.40</u>
<u>Step 5</u>	<u>\$20.72</u>	<u>\$43,097.60</u>
<u>Step 6</u>	<u>\$21.79</u>	<u>\$45,323.20</u>

Employees shall be placed at step 1 upon entering employment as a police officer and shall be advanced to the next succeeding step on October 1st of each year, except in the case where the officer was hired after April 1st of a particular year, in which event the officer shall not be advanced to the next step until October 1st of the year following employment. Increases in compensation shall be based on a fiscal year basis and not on the employee's anniversary date.

An employee permanently promoted to rank of sergeant, or permanently assigned as a detective shall receive an increase to his/her step rate of pay as follows;

Detective - \$0.72 per hour

Sergeant - \$1.44 per hour

Temporary or task assignments of employees as a detective shall not entitle them to additional compensation as a detective.

During the term of this agreement or any renewal thereof members of the bargaining unit shall only be entitled to those pay and other benefits that are specifically set forth in this agreement.

Section 1.1 Effective October 1, 2011, sworn employees shall be placed in the wage scale in accordance with Appendix A.

Section 1.2 Effective October 1, 2011, those employees permanently assigned as Dispatchers shall receive a minimum salary of \$11.20 per hour (\$23,296.00 annually), during this contract.

<u>Effective October 1, 2011</u>		
<u>Step</u>	<u>Hourly</u>	<u>Annual</u>
<u>Step 1</u>	<u>\$11.20</u>	<u>\$23,296.00</u>
<u>Step 2</u>	<u>\$11.68</u>	<u>\$24,294.40</u>
<u>Step 3</u>	<u>\$12.16</u>	<u>\$25,292.80</u>
<u>Step 4</u>	<u>\$12.63</u>	<u>\$26,270.40</u>
<u>Step 5</u>	<u>\$13.11</u>	<u>\$27,268.80</u>
<u>Step 6</u>	<u>\$13.59</u>	<u>\$28,267.20</u>

Section 1.3 New Officer's with prior experience may be awarded one (1) Step Level for every (2) two years of prior experience up to a maximum of ten (10) years experience.

Section 1.4 New Officer's with prior experience or specialized training or expertise of immediate need to the Department may be hired at additional Step Levels, but not to exceed Step 6 and may have the training Step rate waived as determined in the best interest of the department by the Chief of Police in consultation with the City Manager.

Section 1.5 New Officer's hired at increased Step Levels as a result of experience or specialized training/expertise shall not receive seniority preference over previously hired officers at lower pay grades and must meet the minimum time of employment before being eligible for promotion.

Section 1.6 Field Training Officers actively engaged in training another Officer will be compensated one (1) hours pay per shift to accomplish those requirements and any additional documentation.

Section 1.7 In compliance with FLSA Officers assigned a Police canine will be compensated (1/2) one half hour of compensatory time daily for the care

and maintenance of the animal. This (1/2) one half hour of compensatory time will be at the straight time rate.

Section 2: Worker's Compensation.

(A) As provided for in F.S. § 440.12(1), no worker's compensation payments shall be allowed for the first seven calendar days of the disability. An officer/employee may use his/her sick leave during this period and charge against their accrued sick leave one day for each day absent except as provided for in the State of Florida Worker's Compensation Law, F.S. § 440.15(11).

(B) If the disability extends beyond seven calendar days, on the eighth calendar day the officer/employee will receive worker's compensation payments at the rate of 66 2/3 percent of their average weekly wage with a maximum amount as established under F.S. § 440.12(2)(b). The officer/employee may elect to charge against their accrued sick leave, on a proportionate basis, the difference between the worker's compensation payment and their regular pay in order to receive full pay. After 21 calendar days out, worker's compensation goes back and picks up the first seven calendar days.

(C) If an officer/employee wishes to use other accrued leave to supplement worker's compensation payments, the officer/employee shall make a request in writing to the Chief of Police who shall notify the personnel office and finance department of the officer/employee's request.

(D) At no time will the combined total of worker's compensation payment and sick leave exceed the amount of the officer/employee's scheduled wage.

(E) City of Port Richey officers/employees are covered by worker's compensation insurance. The City reserves the right to determine from the attending physician's report when payment to officer/employees may be terminated.

Officers/Employees shall report any injury immediately to their supervisor or person in charge. There shall be a notice of injury (DWC-1) accident/injury investigation form filed along with the internal (supervisor's accident investigation report form) filed with the personnel director by 2:00 p.m. of the next business day by the Chief of Police.

Officers/Employees do not earn accrued benefits (i.e., sick leave, vacation leave) while on worker's compensation unless such worker's

compensation benefit is being supplemented with accrued leave. In addition, the law prohibits payroll deduction.

Officers/Employees should make arrangements to pay for benefits normally provided through payroll deductions or these benefits may be lost (i.e., insurance, credit union, etc.).

ARTICLE 21: ENTIRE AGREEMENT

Section 1: The parties agree and 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 appropriate for collective bargaining, including those dealing with pension matters and that all understandings and agreements arrive at by the parties after the exercises of that right and opportunity are set forth in this agreement.

ARTICLE 22: AMENDMENTS

Section 1: This agreement may be amended at any time by the mutual consent of the parties, but no such attempt shall be of any force or effect until placed in writing and executed by each party hereto, and shall inure to and be binding on any successor police union.

ARTICLE 23: PREVAILING RIGHTS, PROCEDURES AND CONDITIONS

Section 1: All standard operating procedures, rights and working conditions enjoyed throughout the police department by the employees at the present time covered by written order of the Chief of Police, which are not specifically referred to in this Agreement shall not be arbitrarily or capriciously changed by the City, provided however, that nothing contained herein shall limit or preempt the City of Chief's rights under Article 4, Management's Rights. Within fourteen (14) calendar days of any significant change in policy or procedure affecting the Police Department employees or the date on which the PBA knew or should have known of the change, the PBA may notify the Chief of Police of its need to discuss the matter. The same fourteen (14) calendar day period shall be considered the time limit for filing a class action grievance at the fourth step. Within seven (7) calendar days of receipt of said notification from the PBA, the Chief and the City Manager shall meet with the PBA in order to receive and review the PBA's recommendations.

ARTICLE 24: SAVINGS CLAUSE

Section 1: If any sentence, clause, section or article of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislations or by judicial authority, all other sentences, clauses, sections and articles of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2: Should any provision of this Agreement jeopardize the receipt by the City of any federal grant in aid funds or state allotment of money, the provisions shall be deemed invalid. However, such invalidation shall no invalidate the remaining portions of this Agreement and they shall remain in full force and effect. The parties shall immediately re-negotiate the invalid provision toward the attainment of valid provision, if possible.

Article 25: Longevity Bonus

Section 1: The city shall establish a longevity bonus for those members of the bargaining unit that have established experience and competency over time. This bonus shall be paid on the member's anniversary date of the specific year of service listed.

10 years service	\$500.00
15 years of service	\$750.00
20 years of service	\$1000.00

Article 26: Promotions and Units

Promotions and assignments to specialized units at the Port Richey Police Department will follow the Port Richey Policy manual, with regard to Sec. 24.23 Vacancies in Classified Service 24.54 Recruitment.

ARTICLE 27: DURATION, MODIFICATION AND TERMINATION

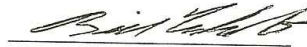
Section 1: This Agreement shall be effective upon ratification by the parties, and shall continue in full force and effect until the 30th day of September, 2014. At least ninety (90) days prior to the expiration of the term of this agreement, either party hereto shall notify the other, in writing, of its desire to modify, amend or terminate this agreement, as hereinabove set forth. This agreement will automatically renew for a period of one (1) year, and each year thereafter, absent notification.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by The duly authorized representatives on this 15 day of Aug. 2012

ATTEST

CITY OF PORT RICHEY, FLORIDA



Tammy Schuck, City Clerk


Bill Colombo, Acting Mayor

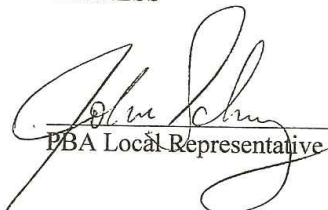
ACCEPTED

APPROVED

Approved as to Legal Form and Sufficiency


Joseph Poblick, City Attorney

WITNESS


PBA Local Representative

West Central Florida
Police Benevolent Association


Jim Diamond III
Director of Operations

Addendum:

At the time of ratification, all full and part time members of the bargaining unit will receive a one-time salary adjustment pay out of 1.5% of their base salary.