

AGREEMENT

Between the

City of Bartow, Florida

And the

West Central Florida

Police Benevolent Association

Regarding the

Bartow Police Department

October 1, 2005 - September 30, 2007

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PREAMBLE

This Agreement is entered into effective the first day of October, 2005, between the City of Bartow, Florida, hereinafter referred to as the “City”, and West Central Florida Police Benevolent Association, hereinafter referred to as the “Union.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, effective October 21, 2004, in accordance with the Certification, from the Florida Public Employees

Relations Commission dated October 21,2004, for the employees employed in the following unit:

All sworn personnel of the Bartow Police Department below the rank of Captain, including the lab technician but excluding all other employees of the City of Bartow.

ARTICLE 2

REPRESENTATIVES OF PARTIES

2.1 The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or name of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.

2.2 The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the City Manager or his representatives in matters requiring mutual consent or other official action during the term of this Agreement.

ARTICLE 3

CITY'S MANAGEMENT RIGHTS

3.1 Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and

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

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

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

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

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement.

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

Step 1. In all grievances other than those involving dismissal, suspension or written reprimand the aggrieved employee shall present this grievance in writing to his immediate supervisor within seven (7) calendar days of the occurrence of the action giving rise to the grievance. The aggrieved employee shall have the right to have a Union representative present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate

supervisor shall reach a decision and communicate it in writing to the aggrieved employee and if a Union representative was present to the Union representative within seven (7) calendar days from the date the grievance was presented to him. Any grievance involving a dismissal, suspension or written reprimand shall be filed at the second step within seven (7) days of the occurrence of the event giving rise to the grievance.

Step 2. If the grievance is not settled at the first step, the aggrieved employee, within seven (7) calendar days of the date of notification from the immediate supervisor shall present the written grievance to the Chief of Police or his designee. The Chief of Police shall obtain the facts concerning the alleged grievance and shall, within seven (7) calendar days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union representative. The Chief of Police or his designee shall notify the aggrieved employee of his decision in writing with a copy to the Union not later than seven (7) calendar days following the meeting date.

Step 3. If still unresolved, the grievance and all responses shall be submitted to the City Manager or his designee within seven (7) calendar days of the receipt of the response in Step 2. Within ten (10) calendar days, the City Manager shall meet with the employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union representative. If the employee does not desire a Union representative present, the City shall notify the Union of the date,

time and place of the meeting. If an employee decides not to have Union representation, the Union may not have standing in the grievance resolution. The City Manager shall render his decision in writing not later than seven (7) calendar days of the meeting with copies to the aggrieved employee and the Union.

4.3 Within ten (10) calendar days of the date of the decision of the City manager, the Union or the aggrieved employee shall notify the City Manager of its intent to arbitrate. The notice of intent to arbitrate shall state the specific section or sections of this Agreement claimed to have been violated and shall contain a short statement of facts upon which the grievance is based. Concurrently, said party shall request from the Federal Mediation and Conciliation Service a list of seven (7) names of qualified arbitrators. Within seven (7) calendar days after the receipt of such list, representatives of the parties shall meet and each shall strike three (3) names. The party filing the grievance shall strike the first name. The remaining name shall be notified of his selection as arbitrator. As promptly as can be arranged, but no later than thirty (30) days from the date of selection of an arbitrator, the arbitration hearing shall be held. In the event the arbitrator selected is not available in the time required, the parties shall

immediately obtain a new list of arbitrators from the Federal Mediation and Conciliation Service and select another arbitrator. Each party to the arbitration shall pay its own expenses for its representative, counsel and witnesses. The fees of the arbitrator and other expenses of arbitration, including the appearance fee of a court reporter, shall be shared equally by the City and the adverse party.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to amend, add to or subtract from the terms of Agreement.

4.4 The time limits specified herein may be extended by mutual agreement.

ARTICLE 5

UNION REPRESENTATIVES

Representatives shall not investigate or otherwise handle grievances during working time without the express consent of their Division Commander or his designee. Such consent will not be unreasonably withheld. The Union shall notify the City in writing of the name of the Representatives.

ARTICLE 6

NO STRIKE

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

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

ARTICLE 7

NO DISCRIMINATION

The City and the Union 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, membership or nonmembership in labor organization or age, as provided by law. No officer shall be disciplined or threatened with discipline solely by reason of his exercising the rights granted in this Agreement.

ARTICLE 8

EXISTING RULES AND PRACTICES

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

8.2 It is agreed and understood that the Police Department currently has policies, rules and regulations governing employment. The Union agrees that such policies, rules and regulations shall be formulated, amended, revised and implemented at the sole and exclusive discretion of the Police Chief; provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a

contemplated change is to be made, the Police Chief shall provide at least ten (10) days notice of such change to the Union. This provision shall not grant the City the right to modify or violate any provision of this Agreement or to unilaterally decrease any payment required to be made to any employee hereunder.

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

ARTICLE 9

SENIORITY, PROBATIONARY PERIOD, AND DISCIPLINE

9.1 Seniority for bargaining unit employees shall be by classification and shall date from the date of promotion. Seniority for Police Officers shall date from the most recent date of hire as a full-time police officer with the City of Bartow. No full-time employee shall be laid off prior to any part-time employee. The following factors shall be considered by the City in all cases of lay-off.

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

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

factor B shall be determinative. Recall shall be in reverse order by seniority. The City shall have the right to select employees for lay-off by job classification. While the City shall have this exclusive right of selection, it shall provide to any senior employee who is laid off a list of objective reasons as to why a junior officer within the same classifications was retained.

9.2 No new employee in the classification affected shall be hired until the employee on layoff has been given an opportunity to return to work at this original seniority date and position; provided, that after one (1) year of layoff the employee shall cease to accrue seniority and that such re-employment rights shall cease after one (1) year from the date of layoff.

9.3 The probationary period for persons employed as police officers shall be twelve (12) months from the date of hire as an active, full time Bartow Police Officer performing the normal duties assigned to Bartow Police Officers. During such probationary period the employee may be discharged without recourse to the grievance procedure. The probation may be extended for an additional period in the sole discretion of the Chief of Police in lieu of termination. The City shall notify the Union of the extension. The probationary period for persons promoted to the rank of Corporal, Sergeant or Lieutenant shall be one (1) year from the date of promotion. During such period the employee may be reduced to his former grade without recourse to the grievance procedure. No probationary officer will be assigned as a laboratory technician or detective unless that position has been previously offered to non-probationary officers. If an employee is reduced to his former grade, the City will provide the employee with a list of objective reasons as to why the action was taken.

9.4 The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the PBA encourage to the fullest degree employee behavior which is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals. The city reserves the right to deviate from progressive discipline based upon the severity of the offense and the discipline history of the employee.

9.5 No employee shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The loss of pay in reassignment shall be considered as part of the determination of the disciplinary action. Disciplinary action may include:

- (a) Written Reprimand
- (b) Suspension
- (c) Demotion
- (d) Dismissal
- (e) In the event that the City plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter.

Any of the above actions may be warranted, not necessarily in the order listed, depending on the severity of the offense.

Training. Costs of mandatory remedial training as part of discipline will be paid by the City.

9.6 Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time

provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.

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

9.8 Employees or their PBA representative may review, upon reasonable request, any supporting documentation contained in a disciplinary package after the completion of any investigation of the matter but prior to the pre-disciplinary hearing portion of the investigation. This review shall be requested through the appropriate Division Commander. One copy of any of the supporting documentation shall be provided to the employee or PBA representative free of charge upon request.

This section shall not apply in cases in which criminal charges are brought against 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.

9.9 The City shall provide to the Union a copy of written reprimands, and a record of suspensions, demotions, or dismissals issued to bargaining unit members.

ARTICLE 10

CHECK OFF

10.1 The City shall deduct dues and initiation fee owed by the employee to the Union on a monthly basis; provided, that prior to such deduction

the Union has provided the City with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized. Deductions shall be made from the first paycheck each month and forwarded to the Union within ten (10) days of said deduction.

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

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

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

ARTICLE 11

BULLETIN BOARDS AND POSTING OF AGREEMENT

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

11.2 The City and the Union agree that this Agreement shall be posted by the City in a conspicuous place in the Roll Call Room.

ARTICLE 12
RATES OF PAY

12.1 Base Rates

The base rates of pay set forth in Appendix A of this Agreement shall become effective on the first pay period following January 1, 2006 for the life of this Agreement.

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

A. The hours will be accumulated on a payroll to payroll basis. On or before the last day of each payroll period, each employee shall notify the Chief or his designee on the form provided by the department whether or not the employee desires to receive compensation or compensatory time for hours worked in excess of his regular schedule during the payroll period ending on such day. A failure by the employee to elect shall result in the employee receiving compensation.

B. If the employee elects payment, he shall be paid for such time in the paycheck which includes the last day of that payroll period. If the employee elects compensatory time, then the time shall be credited to the employees' compensatory time account. Failure to submit the request

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

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

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

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

ARTICLE 13

SELECTION PROCEDURE FOR HIGHER POSITIONS

The following procedure shall govern the selection procedure for the grade of Corporal, Sergeant and Lieutenant.

13.1 A vacancy in the grade of Corporal, Sergeant or Lieutenant shall be deemed to occur when notice of such vacancy is published by the City Manager.

13.2 The notice of such vacancy shall contain the following information:

- A. The position or positions to be filled;
- B. The cutoff date for receipt of applications by the Personnel Department; and
- C. The qualifications required for the position available which shall be:

(i) To be qualified for selection as Corporal, the applicant shall be a certified full time Police Officer with a minimum of three (3) years experience as a Bartow Police Officer immediately prior to the date of application.

(ii) To be qualified for selection as a Sergeant, the applicant shall be a certified Police Officer with a minimum of four (4) years active duty experience and seniority as a Bartow Police Officer immediately prior to the date of application.

(iii) To be qualified for promotion to Lieutenant, the applicant shall have served as a Bartow Police Sergeant for a period of three (3) years immediately prior to the date of application.

13.3 Within ten (10) days of the cutoff date for receipt of applications the Personnel Department shall notify each eligible applicant of the date, time and place of the written examination. The City shall prepare and the Personnel Department administrator and publish the results of the written examination. Scores obtained on the written examination shall constitute seventy percent (70%) of the applicant's total score.

13.4 Upon completion of the written examination the City shall form an oral examination Board consisting of five (5) members, one of whom shall be named by the Union and the remainder of which shall be named by the City. All members of the Board shall be active police officers who hold a permanent rank in their own department equal to or higher than the rank in which the vacancy exists, provided, however, that no member of the Panel may be an employee or elected or appointed official of the City of Bartow. The Panel shall be furnished a copy of the applicant's personnel file together with such other documents as may be submitted by the applicant. All written reprimands over three (3) years old not involving suspension, demotion or other discipline, shall be removed from the file submitted to the Panel. The Panel shall meet with the applicant and shall score the applicant in accordance with the Florida Institute for Law Enforcement Police Promotional oral examination worksheet. This score shall constitute thirty percent (30%) of the officer's total score. Applicants shall have the right to examine the worksheets following publication of the results.

13.5 Upon completion of the examination process the Personnel Department shall publish the total scores of all eligible applicants in the form of an eligibility list and shall furnish a copy of said eligibility list to the City. In order

to obtain the officer's total score, there shall then be added to that score one-half (0.5) point for each full year of completed active service as a police officer in the Bartow Police Department and, in the case of promotion to Sergeant, an additional one-half (0.5) point for each full year of completed active service as a Police Corporal in the Bartow Police Department. Within ten (10) days of receipt of the eligibility list the City shall select the individual or individuals for promotion from the three (3) or fewer eligible individuals having the highest total scores on the eligibility list provided by the Personnel Department. While the City shall have this exclusive right of selection it shall provide to any senior employee who is passed over for promotion a list of objective reasons as to why another officer was selected.

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

13.7 Openings for the position of Detective will be posted for those officers who are interested in the position to sign. The applicants shall be certified full time Police Officers with a minimum of two (2) years experience as a Bartow Police Officer prior to the date of application. The City shall have the exclusive right to choose from among those showing an interest, but shall provide to any senior employee who is passed over a list of objective reasons as to why another officer was selected, in writing. Selection to the position of Detective shall be an assignment and not a promotion, and the City may, at any time, reassign an individual from the position of Detective to any other position.

ARTICLE 14

HOURS OF WORK AND OVERTIME

14.1 The City shall have the right to schedule shift starting and ending times, provided that the Union is notified not less than seven (7) days prior to any change in either shift starting or shift ending times. A regular schedule for Officers assigned to an 8 or 10 hour shift shall consist of one hundred and sixty (160) hours in a twenty-eight (28) day cycle. A regular schedule for Officers assigned to a 12 hour shift shall be eighty (80) hours in a fourteen (14) day cycle. A 12 hour shift shall include a thirty five (35) minute unpaid meal period.

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

14.3 Officers assigned to an 8 or 10 hour shift who work in excess of their regular scheduled hours during any seven (7) day pay period shall receive time and one-half for all hours worked in excess of such regular scheduled period. Officers assigned to a 12 hour shift who work in excess of their regular scheduled hours during any fourteen (14) day pay period shall receive time and one-half for all hours worked in excess of such regular scheduled period.

For purposes of this Section, the term "hours worked" shall include all hours actually worked, but shall not include unpaid meal periods. All hours spent in a

paid court appearance as defined in Section 14.5 shall be deemed to be hours worked.

14.4 Insofar as is practicable, overtime shall be distributed equally among officers of the same rank in the same division.

14.5 Court Attendance.

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

B. An employee who is called for jury duty or who is summoned to appear as a witness in a civil matter shall be entitled to leave without loss of pay upon presentation of summons; provided, however, that the City may deduct from the employee's pay for such leave period, any sums paid to employee by the courts or require the employee to endorse such payments over to the City in exchange for his full pay. If an employee elects to use annual leave entitlements during court leave, he shall be entitled to full pay during such leave period in addition to any sums paid to him by the courts.

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

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

14.6 Officers assigned to rotating shifts shall be rotated on a regular basis insofar as is practicable to meet the needs of the department. Regular shift assignments shall be posted not less than seven (7) calendar days prior to the beginning of a four (4) week shift assignment cycle. In the event that officers desire to exchange shifts they may request such exchange not less than seven (7) calendar days prior to the beginning of the shift. No such shift exchange shall be permitted without the express consent of the Division Commander or his designee; provided, however, that such consent will not be arbitrarily withheld. Nothing in this Article shall limit the right of the City to call officers in for duty.

ARTICLE 15

OTHER BENEFITS

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

15.1 A. Holidays.

There shall be twelve (12) paid holidays for members of the Police Department. These holidays shall be:

New Year's Day

Martin Luther King Jr. Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Two (2) personal days

B. Each employee covered by this Agreement shall receive eight (8) hours pay for each of said holidays unless the officer is scheduled to work on such holiday, in which case he shall receive eight (8) hours pay or pay for the scheduled hours worked on said holiday, whichever is greater, provided that the officer is not on suspension, layoff or leave of absence without pay. An Officer may, with the prior permission of his Division Commander, take the day off in lieu of holiday pay, provided, however, that such permission will not be unreasonably withheld.

C. Officers assigned to a twelve (12) hour work day shift may elect to bank up to four (4) holidays per year (including Personal Days which will be banked on October 1 of each year) on which they are scheduled to work a twelve (12) hour shift by notifying the Department at least seven (7) days prior to the holiday. If an employee elects to bank a holiday, they shall receive no holiday pay or premium pay for the day banked, and shall be credited with twelve (12) hours of Banked Holiday Time. Banked Holiday Time may be taken off upon written request by the Officer approved by the Department, which approval shall be in the discretion of the Department. Any unused Banked Holiday Time shall be paid off by September 30 of each year.

15.2 Vacations.

A. Vacation time shall be earned as follows:

During the first five (5) years Of continuous service	80 hours per year
After five (5) years Of continuous service	120 hours per year
After sixteen (16) years Of continuous service	160 hours per year

B. Employees may carry over up to one (1) year's eligibility for annual leave to the following employment year, but the employee shall be required to take such carryover leave during said following year or be reimbursed for same on his next anniversary of employment. It shall be

the duty of the City to notify an employee not less than two (2) months prior to the date that leave will lapse or the date on which the employee is required to accept pay in lieu of vacation in order that employee's vacation may be scheduled if feasible. Should the City fail to give such notice at the proper time, notice shall be given as soon as possible thereafter, and employee shall have two (2) months following date of notice in which to schedule his vacation.

C. Annual vacations shall be scheduled by the Chief, taking into consideration any written applications submitted by employees. The Chief of Police shall not arbitrarily refuse to approve reasonable requests, nor shall an employee disregard the requirements of his duties and the good of the public service in scheduling vacations. Employees shall give the Chief as much notice as possible of the dates desired for use of annual leave. Where two or more officers in the same grade and assignment select the same vacation period, the officers with the most department seniority will be given priority.

D. In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to funeral leave under Section 15.10 provided the employee notifies the Department of such death prior to the end of his vacation. Time charged to funeral leave under Section 15.10 shall not be charged against the employee's vacation time. In the event that the employee cannot notify the Department of the death prior to the end of his vacation due to circumstances beyond his

control, the employee must notify the Department of the death in his family at his earliest opportunity.

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

F. Upon termination, an employee shall be entitled to receive all unused vacation pay accumulated as of January 1 of the year of termination.

15.3 Sick Leave.

A. Sick Leave shall be earned at the rate of eight (8) hours per month beginning with the date of employment. For the first year of this contract, i.e. October 1, 2005-September 30, 2006 each Officer with at least one year of continuous employment immediately prior to that date shall receive ninety six (96) hours of sick leave credited to their sick leave bank. Beginning on October 1, 2006 all Officers shall receive eight (8) hours per month. In the event that such an Officer's employment is terminated for any reason during any month, then the Officer's sick leave pay shall be the amount equal to the time in the month actually worked. In the event of termination during the first year of this contract an Officer's sick leave bank shall be reduced by remaining time in the month or months times eight (8) hours. Any Officer with less than one year's continuous employment on October 1st shall continue to accrue eight (8) hours per month.

B. Sick Leave may be used by employees for verified personal injury or illness preventing an employee from the performance of his duties or for verified personal medical, dental, or optical consultation or treatment. The employee shall furnish such verification as may be reasonably required by the City of the condition warranting sick leave. Sick leave may also be used for the verified illness of the employee's spouse, child or parents living in the same household or a period not to exceed five (5) days. Verified illness shall be defined as an illness verified in writing by a physician to require confinement of the patient. New employees shall accumulate but shall not be entitled to use sick leave for the first six (6) months of employment. Sick leave shall be used solely for the reasons set forth in this paragraph.

C. When a Police Department employee retires or is terminated with a minimum of seven (7) completed years continuous service with the City of Bartow and has a minimum of one hundred and sixty (160) hours accrued sick leave, he shall be paid for accrued sick leave upon termination at the following rates provided the two stipulations above have been met provided that this payment shall not apply to catastrophic sick leave covered in Section 15.4.

7-15 years completed service	30% of accrued sick leave
16-20 years completed service	40% of accrued sick leave
Over 20 years completed service	50% of accrued sick leave

15.4 Optional Dependent Health Care Plan / Catastrophic Sick Leave.

Any employee covered by this Agreement may, by execution of a form provided by the City, elect to become a member of the City's Optional Dependant Health Care Plan, which plan shall be operated under the following conditions:

A. Election to join the plan shall be made on or before October 1st of each year and election to be under the plan shall be for a one (1) year period. Renewal shall be automatic unless the employee, prior to October 1st of the succeeding year, notifies the City in writing of the cancellation of the election.

B. Employees electing coverage under the plan shall earn sick leave at the rate of thirty two (32) hours per year instead of ninety six hours per year as specified in Section 15.3 above. Such sick leave may be used and shall be administered in accordance with Section 15.3. Accumulated sick leave balances shall not be affected by this election.

C. In addition, each employee electing the plan may receive two hundred forty (240) hours of a catastrophic sick leave credit, which shall be administered as follows:

(1) Catastrophic sick leave shall be used solely for non-work related injuries and illnesses and shall not be available for any injury or illness covered by Chapter 440, Florida Statutes.

(2) No catastrophic sick time may be used for the first seven (7) days of illness or injury; however, if the injury or illness results in absence of more than fourteen (14) days, the catastrophic sick leave may be applied from the commencement of the illness or

injury. Catastrophic sick leave shall be used only if the employee exhausts his existing sick leave accumulation. Verification of illness may be required by the City.

D. Any employee who elects to become a member of this plan shall receive as a credit towards the cost of dependent health insurance coverage, that sum of money equal to either ninety-six (96) hours of pay at their regular hourly rate for fifty-six (56) hourly per week employees or sixty-four (64) hours of pay at their regular rate for forty (40) hours per week employees, payable by the City in equal monthly increments beginning October 1st of each year that the employee is a member of the plan.

15.5 Military Leave. Annual military leave due to the request of the armed forces to fulfill regular military duties, field training, and/or emergency military obligations, and not exceeding seventeen (17) working days in one calendar year shall be provided to members. All employee benefits, including pay, shall continue at the same rate during annual military leave. Upon return from annual military leave, the member shall return to the same position held prior to taking leave. A member with temporary status shall be allowed to return to the position held prior to military leave provided the position has not been eliminated during the leave. Members in the Armed Forces Reserve or the National Guard having been called to active duty, shall be granted leave of absence from their respective duties to perform active military service with the first thirty (30) days of any such leave of absence to be with full pay. A military leave of absence without pay shall be granted according to State and Federal

law and regulation. Members shall be entitled to retain and accrue benefits tied to seniority. Upon reinstatement as provided by law, the member shall be credited with all unused sick leave and annual leave available at the beginning of the leave.

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

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

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

15.9 Acting in Higher Position Pay. If a Police Officer, Corporal, Sergeant or Lieutenant is designated to serve in a higher capacity on an acting basis for four (4) hours or more he shall receive the appropriate pay for the acting rank during the time they act in that status.

15.10 Funeral Leave Pay.

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

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

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

A. 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 if and only if such injury is compensable under the Florida Workers' Compensation Law.

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

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

E. The term disability as used in this Section means incapacity because of the line of duty injury to earn in the same or any other employment the wages which the employee was receiving at the time of injury.

F. It is the intent of this Section to provide supplemental compensation for line of duty injuries only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this Section, then the decisions concerning definition of those terms issued under the Florida Worker's Compensation Law shall control.

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

H. The City shall have the right to require the employee to have a physical examination by a physician of its choice prior to receiving or to continue to receive compensation under this Section.

15.12 Recall Pay. Any employee who is recalled to duty after having left for the day, or on a regularly scheduled day off, or vacation day, or more than three (3) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of three (3) hours work. For the purpose of this Section, recall is defined as any duty, detail or response to a lawful order for which an employee can be disciplined for his failure to comply. This Section shall not apply to court appearances. Any officer working on a call out under this Section who works four (4) hours or more shall receive reimbursement of up to Five Dollars (\$5.00) for a meal upon presentation of a valid receipt.

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

A. In regards to special duty assignments, any special detail that is received by the detail officer that is to be worked within the 24 hour period from receipt shall be posted with a cut-off time for signing up of four

(4) hours prior to the start of the detail. At the cut-off time the senior officer(s) signing up will be awarded the detail.

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

15.14 Uniform Allowances and Equipment.

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

- | | |
|--|---|
| 1. Duty Belt | 19. Radio holder |
| 2. Belt Keepers | 20. All brass including Badge, name plate serving since pin, traffic wings, BPD pin, call number pin, and specialty pins FTO, THI, Accreditation, etc. Sewn on insignias will be provided on a replacement basis to be determined by the City |
| 3. Ammo pouch | |
| 4. Three (3) magazines | |
| 5. Glove pouch | |
| 6. OC spray | |
| 7. OC spray pouch | |
| 8. ASP holder* | |
| 9. Firearm | |
| 10. Firearm holster (threat level 3) | |
| 11. Off duty holster (threat level one)* | 21. Citation holder* |
| 12. Handcuffs | 22. Ammunition |
| 13. Handcuff pouch | 23. One (1) pair of boots* |
| 14. Side handles baton* | |
| 15. Side handles baton holder* | 24. Bullet proof vest |
| 16. Flashlight | 25. Yearly edition of a current law book |
| 17. Flashlight holder | |

18. Radio

26. ASP Baton* to be issued as a new or replacement item

27. Accumold may be issued as a new or replacement item as determined by the City.

*Upon Request

B. Officers assigned to regular plain clothes duty shall receive a plain clothes allowance of Eight Hundred and Fifty (\$850) per fiscal year paid in two (2) equal installments. This shall include the Training Officer and the Administrative Lieutenant. Officers officially assigned to crime prevention shall receive fifty percent (50%) of that amount. Upon assignment officers shall receive a full pro rata payment equivalent to the length of time remaining in the year in which they were assigned.

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

15.15 Insurance. The City agrees to maintain in effect the basic insurance plan currently in effect, provided, however, that the plan may be changed as a result of negotiations with the City's insurance carrier which results in similar changes for all other employees in the group plan. The City agrees to appoint one (1) representative designated by the Union to a City wide committee

to be formed to discuss and advise the City with respect to any changes in premium cost or coverage. The City also agrees to advise the Union of any proposed changes in the health insurance program.

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

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

B. Officers shall be assigned to on-call duty by the posting of a list in the Department setting forth the officer's name and period for which he is assigned the duty. On-call duty shall be rotated among all officers in the same job assignment. Officers shall have the right to trade duty periods, provided they first obtain the permission of the Department.

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

(i) An officer shall be on telephone on-call status during any period during his assigned duty week in which no officer of the same job assignment is present and on active duty. While on

telephone on-call status, the officer shall at all times advise the dispatcher of the telephone number where he can be located in the event of call. Failure of the officer to respond within thirty (30) minutes to a call placed to that number may result in disciplinary action.

(ii) During any period of on-call duty time in which an officer of the same job assignment is present on active duty, the officer assigned to on-call duty shall be on pager on-call status. While on pager on-call status, the officer shall remain within the range of the pager supplied by the Department for potential calls unless granted permission by the Department to leave the area, which permission shall not be unreasonably denied.

(iii) It shall be the responsibility of the officer who is assigned to on-call duty to ascertain whether or not an officer of the same job assignment is actually present on active duty, regardless of whether such officer is scheduled to be on duty. Failure of the officer assigned to on-call duty to verify this fact shall not be a defense to disciplinary action instituted as a result of a violation of paragraph (i) of this Section.

(iv) Present on active duty shall mean physically present on duty and performing in the job assignment in question.

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

(i) During the week of on-call duty assignments, officers shall receive not less than fourteen (14) hours pay at their regular

rate of pay. In the event that an officer assigned to on-call status is called out and physically present on active duty for a period in excess of twelve (12) hours, then that officer shall be compensated for such hours at the appropriate rate.

(ii) If an officer who is on-call duty is sick and unable to respond to on-call, then another officer of the same job assignment may be assigned on-call duty and, in such event, the officer replaced shall suffer a loss of on-call pay worked by the other officer. The officer assigned to cover that period shall receive the additional pay for such coverage.

(iii) If an officer is relieved of on-call duty for the balance of a week, he shall receive no pay for the time of his on-call assignment after being relieved and the officer assigned to have the duty for the balance of the week shall receive the pay.

(iv) The recall pay as set forth in Section 15.12 of this Agreement shall not be applicable to personnel assigned to on-call duty unless they are called in while another officer of the same assignment is physically present on active duty.

15.17 Pension Plan Contribution. During the life of this Agreement, the employee contribution for unit employees shall be one (1) percent of total compensation, as that term is defined in the pension plan. The City contribution shall be a sum equal to the amount required by Florida Statute 185.07(1)(d).

ARTICLE 16

FIREARMS AND FIRST AID

16.1 Each officer shall be required to qualify with departmental and/or in-service weapons not less than semi-annually in accordance with the procedures set forth in Department Rules and Regulations. Each officer will be provided with an allowance of up to 100 rounds per month for the purpose of practice with their assigned weapon. This amount shall not be cumulative.

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

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

ARTICLE 17

AMENDMENTS

This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto. Any amendment to be binding on the City must be signed by the City Manager.

ARTICLE 18

SEVERABILITY AND WAIVER

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

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

ARTICLE 19

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and

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

ARTICLE 20

DURATION, MODIFICATION AND TERMINATION

This Agreement shall be effective as of the first day of October, 2005, and shall continue in full force and effect until the 30th day of September, 2007. At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification. In the event the parties hereto desire to modify or amend this Agreement and have been unable to agree on said

modification or amendment by the termination date of this Agreement, this Agreement shall terminate without further notice.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this ____ day of _____, 2005.

West Central Florida PBA

CITY OF BARTOW

Kevin Durkin, President

Joseph J. DeLegge, City Manager

West Central Florida PBA

City of Bartow

Denny Phillips, Staff Representative

West Central Florida PBA

Bryan Dorman, Representative

Bartow Police Department

Gregory Rhoden, Representative

Bartow Police Department

Gary McLin, Representative

Bartow Police Department

